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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New Rent Restriction Bill.

WE PRINT elsewhere the text of the Rent Restriction Bill introduced by the Minister of Health, but from the unfinished Second Reading debate on Wednesday it is unlikely that it will pass in its present form. To the existing grounds under s. 5 of the Act of 1920, as re-drafted by the Act of 1923, for refusing an order for possession it is proposed to add "non-payment of rent in any case where it appears to the court that the non-payment is due to the inability of the tenant to obtain employment, unless the court is satisfied that greater hardship would be caused by refusing to grant such order or judgment than by granting it." However anomalous may be the principle of rent restriction, and notwithstanding the natural sympathy which is felt for tenants in danger of eviction, the objection to this additional ground for protection is that it imposes on one private class of persons the duty of contributing specially to the support of the unemployed; that is, it removes from the community at large a public burden in order to impose it on a class who have no special responsibility for the conditions which have created that burden. Incidentally the "hardship" proviso would be certain to cause great inequality. In the few cases in which "hardship" is already a consideration county court judges notoriously exercise their discretion in most unequal and incalculable ways. In fact "hardship" as a ground of legal relief resembles "equity" when it varied, as was said, according to the length of the Chancellor's foot. "Hardship," in fact, is not a quantity susceptible of judicial measurement, so that comparison between the respective "hardship" imposed on landlord and tenant is bound to be arbitrary, thereby offending a fundamental maxim of the "Rule of Law" which is vital in our Constitution, and, indeed, in any enlightened system of jurisprudence.

The Resignation of Mr. Daugherty.

SOME SURPRISE has probably been felt by English lawyers that the American Attorney-General should have been asked to resign by President COOLIDGE, merely because certain attacks on his political integrity have been made by witnesses before a Senatorial Committee—whom he has not yet been afforded any opportunity either of cross-examining or of refuting—especially as he has denied in point blank terms the truth of the allegations against him. Twelve years ago, when attacks were made on an English Attorney-General in connection with his financial investments in a Marconi Company, not the most vehement opponent of Sir RUFUS ISAACS would have suggested for one moment that he should retire before his case had even been heard. There is, however, a certain difference between the office of Attorney-General in England and in the United States, which is apt to be overlooked. An American Attorney-General is one of the leading members of a Ministry limited to six by the terms of the Constitution, and he fulfils the functions, not only of chief law officer, but also of our Home Secretary and Lord Chancellor. In fact, he is the Federal Minister of Justice. As such, he controls the federal police, prosecutions, and administration of justice. He can withhold from user in court, on the grounds of privilege, any public documents, and hamper the judicial or extra-judicial investigation with public acts, to an almost unlimited extent. President COOLIDGE, in fact, appears to have based his request for Mr. DAUGHERTY's resignation on the ground that he had so advised the withholding of documents relating to financial interests under investigation by the Senatorial Committee with which he is suspected, probably quite unfairly, of having had a connection in pre-official days. The result, as President COOLIDGE put it in his letter to Mr. DAUGHERTY, is to place the latter—as concerns these investigations—in a position where his interest and his duty may inspire conflicting counsels, always an invidious position for a public officer.

Great Names at the American Bar.

CURIOUSLY ENOUGH, English lawyers have little acquaintance with the names of eminent leaders at the American Bar: Mr. DAUGHERTY's name was not generally known until his present difficulties gave it prominence. Of existing eminent American barristers, the only personalities at all household words in the English profession are Mr. BECK, ex-judge HUGHES, and Chief Justice TAFT. The reason for this relative ignorance of Transatlantic *personnel* in forum or senate, seems to be due to the separatist condition of the American profession: the United States has forty-eight State Bars and one Federal Bar, so that a lawyer can scarcely achieve eminence outside a small corner of the country unless and until he enters Federal politics and achieves there a position of legal standing. Of course, large numbers of successful lawyers never attempt or, at any rate, succeed in achieving this entrée. Therefore, the names of even the greatest advocates do not penetrate beyond the capital of their own State. Yet lawyers have a greater position in the social and public life of the United States than they have in England: in 1840 DE TOCQUEVILLE, in his "Democrary in America," described them as the "Aristocracy of the American Republic." Of course, the multi-millionaire had not then come into prominence; but, on the other hand, the slave-owning planter was still a social force. It is, therefore, somewhat of a puzzle that a profession, who are practically the leaders of civic life in America, should produce so few eminent men whose names "resound afar." Possibly the division into State Bars tends to limit competition and provincialize talent, so that genius does not reach its full swing to the extent it does under the hot-house condition of the English Bar.

Notional Reconstruction of Premises.

THE DIVISIONAL Court has just held, in a far-reaching decision which we hope to discuss more fully at an early date, that premises within the ambit of the Rent Restriction Acts, 1920 and 1923, can pass outside that ambit and lose statutory protection, not merely by physical reconstruction under s. 12 (9) of the Act of 1920, so as to become a "new house," but also by *notional* reconstruction: *Williams* v. *Perry*, *Times*, 1st inst. In other words, if a dwelling-house protected by the earlier Act was given up as such and re-let as business premises, it ceased to be a dwelling-house and became notionally converted into a "new house." Accordingly, if the tenant remained on and used the premises as a dwelling-house, in breach of his covenant to use them solely as business premises, he becomes a trespasser not protected by the statute. This decision is extremely difficult to reconcile with the wording of s. 12 (6), which says: "Where this Act has become applicable to any dwelling-house or any mortgage thereon, it shall continue to apply thereto whether or not the dwelling-house continues to be one to which this Act applies." The point is so doubtful and far-reaching that presumably the opinion of the Court of Appeal will be taken upon it.

The Bankruptcy Amendment Bill.

THE BILL to amend the Bankruptcy Act, 1914, which has been introduced by Mr. A. M. SAMUEL, incorporates the changes recommended last year in the Report of the Bankruptcy Committee of the Association of British Chambers of Commerce. The Report was submitted to the President of the Board of Trade, Mr. SYDNEY WEBB, on 3rd March, by a deputation from the Association. The Committee came to the conclusion that "the losses sustained by the trading community in connection with bankruptcy and other insolvency are swollen by fraudulent, hazardous and speculative trading," and they were of opinion that the Bankruptcy Acts required further amendment. The proposals made by the Committee, and reproduced almost verbatim in the Bill, relate to bankruptcy offences and to the keeping of accounts. Section 154 of the Act of 1914 specifies in several of the sub-sections matters which are offences against the Bankruptcy Law if committed within six months before the presentation of a bankruptcy petition. In these it is proposed to increase the period of six months to twelve months, and it is proposed to insert another sub-section creating five additional offences, including the contracting a debt within twelve months before the petition without having any reasonable or probable ground or expectation of being able to pay it; and within the same period, with knowledge of insolvency, purchasing goods and re-selling them at less than cost or current market prices. Under s. 158 the omission to keep proper books of account is an offence only on a second or subsequent bankruptcy. It is proposed to extend this to a first bankruptcy, and a new and more detailed sub-section is substituted for s. 158 (3), defining the books of account which should be kept. This involves daily entries of all cash received and cash paid and of all goods sold and purchased with further particulars. As a concession to small traders, there is a proviso exempting a person engaged in any retail trade in which it would be a hardship or against the usual custom of the trade to enter the specified details. And there is a provision for deporting undesirable alien bankrupts. But in a session likely to be very congested, it is doubtful whether the Bill will make progress.

The Adoption of Children.

THREE ADOPTION of Children Bills are now before Parliament, one introduced by the DUKE OF ATHOLL in the House of Lords, and two in the House of Commons, one introduced by Sir MALCOLM MACNAGHTEN and the other by Sir THOMAS INSKIP. Sir THOMAS INSKIP's Bill is quite short, merely providing (clause 1) for the transfer of a child by its parents or guardians to another person with the approval of the Court; defining (clause 2) the Court as the High Court or County Court, and "child" as a person under ten years of age; and enabling (clause 3) Rules of Court to be made as to the application for approval to a transfer. The other Bills deal with the matter in greater detail, and in substance these are similar to each other and are founded on the recommendations of the Report of the Committee on Child Adoption of 1921.

Sir Alfred Hopkinson, K.C., was Chairman, and Mr. Neville Chamberlain one of the members of the Committee. Both Bills make provision as to the consents to be required for adoption, and impose various conditions; for instance, as to the age of the proposed adopter, and as to the difference of age between the adopter and the child adopted. This is put at twenty years. And both require the approval of the Court. In the Duke of Atholl's Bill this is the County Court; in Sir Malcolm Macnaghten's it is the Chancery Division of the High Court or the County Court. But in fact the proposal to confer this jurisdiction on the County Court is likely to stop legislative progress until there has been a further inquiry. The Duke of Atholl's Bill has been read a second time in the House of Lords, but in the debate the Lord Chancellor said that the County Court had not the machinery required for dealing with the necessary inquiries, and the Government proposed to devise special machinery for this purpose, and a new Committee was to be appointed. Accordingly the Government accepted the Bill as another declaration in favour of the principle of adoption, but further progress was not to be expected at present. This was on 18th March. The matter was raised again by Lord Gorell on 25th March, and the Lord Chancellor again said that the vital defect in the Report and in the Bills was that they were oblivious of the fact that the County Courts had no machinery at all to enable them to deal with the matter, and the primary object of the Committee would be to devise the machinery. This appears to be a somewhat tardy recognition that there really are limits to the miscellaneous work which can be handed over to the County Courts.

The Report of the Committee on Child Adoption.

The Report of the Committee on Child Adoption, referred to above, pointed out that this country is very much behind in making provision for adoption. In all the United States of America legislation on the subject has been passed. This began in Massachusetts in 1851, and quite recently we noticed that Massachusetts had been the pioneer in the Probation System. Other examples are to be found in the British Dominions. The Australian States and New Zealand have recognized legal adoption and passed statutes for the purpose, and so have some of the Provinces of the Dominion of Canada. By example, then, the case for introducing adoption in this country is strong. The Committee treated the matter as a branch of the more general subject of the position of children, and they regarded it as so closely connected with legitimation by subsequent marriage that they made, in October, 1920, an interim Report, urging that this change in the law should be made. "If," they said, "legitimation by subsequent marriage of the parents were recognized, the object in view would be secured in the case of a number of children, who would thereby obtain a proper legal status." There is strong probability that this change will be made in the present session, and thereby the law of England will be assimilated to the law of almost all civilized countries, including practically the whole of the European Continent, Scotland, and many of the Colonies. And the Committee recommended that as soon as adoption and legitimation had been provided for, the whole of the legislation relating to children should be considered, amended as might then be necessary, and consolidated. To a large extent this is proposed to be done by Mr. Ammon's Children, Young Persons, &c., Bill, now before Parliament.

Husband's Liability to Solicitors for Wife's Costs.

An interesting point relating to solicitors' costs arose in *Abrahams, Sons and Co.* v. *Buckley, Times*, 25th March. The action was brought by a firm of solicitors against a husband for costs incurred by the wife in respect of inquiries made on her behalf in consequence of her allegations against him of cruelty and adultery. Ultimately the terms of a deed of separation were arranged. The action was commenced by the solicitors against the husband for the costs of the preliminary inquiries, and McCardie, J., gave judgment in their favour. His lordship was satisfied that the plaintiffs acted with care, and were justified in accepting the wife's statements. He observed that it was, however, essential in such cases as these for the solicitor clearly to prove that he acted on reasonable grounds, made adequate inquiries, and showed proper diligence and care. His lordship went on to observe that married men now-a-days might have to suffer more hardships than married women, but in cases where the wife had substantial means or where there were special circumstances, it might be that the Married Women's Property Act would some day have to be considered. A similar position was carefully discussed in 1873 in *Stocken* v. *Pattrick*, 29 L.T. Rep. 507. The judgment of Kelly, C.B., in that case, is interesting, as showing the comparatively subjective status of the married woman at that time. He said that a solicitor was entitled to maintain an action against the husband for the amount of his costs in proceedings similar to those in the present case, and that if he were not "the Law of England would be exceedingly defective and full of injustice, because if a lady had no power of employing an attorney in a suit of that nature . . . the result would be that no attorney, unless he had the means by law of recovering the costs against the husband, would think of commencing such a suit, and a married woman, though she might have the strongest ground and the most perfect right to a decree, would be without remedy or the possibility of redress." The position of women has, of course, altered considerably since then, but there are doubtless many cases where this principle still holds good. In the interests of justice, however, there ought to be no difficulty in recovering such costs from wives of independent means, if their husbands could not pay them. In situations of this kind it could hardly be reasonably denied, even by the wives, that the safeguarding of the solicitor's interest is of paramount importance.

The Rule of *Facta Probata non Probabilia.*

An interesting suggestion as to the limits of the maxim, *Facta probata non probabilia cogunt judicium*, is to be gleaned from the judgment of the President in *The Kathleen*, *Times*, 1st inst. The Manchester Ship Canal Company sued the owners of the Belfast steamship *Kathleen* for damage done by that ship in crashing through one of the company's locks. To succeed they had to show negligence in navigation. This they claimed to have done by calling expert evidence to show that the engines of *The Kathleen* had jammed owing to the displacement of a valve by the eccentric action of a spring. The shipowners, however, alleged that the vessel's propeller had fouled a wire rope which had been left in the canal. The evidence was equally consistent with either explanation, so that if the matter had rested merely on evidence of the actual circumstances surrounding the collision between ship and lock, the maxim quoted above would have governed the case; there would have been no evidence of negligence on either side and the defendants would have been entitled to judgment. But in this state of the facts the President considered that he was entitled to look at the previous history of the steamship to see whether it corroborated either of the theories put forward by the experts as to the *causa proxima* of the accident. This investigation disclosed that on previous occasions there had been similar stoppages of the engines when no wire could possibly have fouled the propeller, and also that the shipowners had omitted to make such a searching examination into the cause of these repeated stoppages as would have disclosed whether or not the engine-valves were defective. When, therefore, the neutrality of the actual facts attending the occurrence is supplemented by the light derived from previous stoppages *plus* the owners' omission to take prudent steps for remedying such stoppages, the weight of the scales inclines against the theory put forward on behalf of the shipowners, and judgment is admissible in favour of the plaintiffs.

The Exclusion of a Husband from his Wife's House.

In *Shipman* v. *Shipman*, *Times*, 27th February, a wife obtained an order prohibiting her husband from entering a house which

belonged to her, but "which was in fact the *locus* where they had for some time been living as husband and wife." At first sight, this decision might appear to have added yet another drop to the ocean under which the modern husband is in danger of being ultimately submerged, but on investigation it appears to be a decision which would have provoked little comment or surprise even before the coming into operation of the Married Women's Property Act, 1882. It requires a very slight consideration of the authorities to ascertain that it was possible, even before the passing of that statute, for a wife to obtain a similar order of the court prohibiting her husband from entering their home. This is exemplified by the case of *Symonds* v. *Hallett*, 24 C.D. 346, where an order was obtained on the application of the wife prohibiting the husband from entering the house, which was a leasehold house settled upon trust for her for life for her separate use. The position has, it appears, to be approached from two distinct aspects. A wife must not, on the one hand, it seems, by this procedure, expect to obtain the support of the court for the purpose of preventing a husband from exercising his marital privileges. If that be her object, she should honestly adopt the proper procedure for obtaining a judicial separation. But if, on the other hand, she *bonâ fide* seeks to obtain an injunction to prevent her husband from entering the house, on the ground that his doing so will depreciate the value of her property, she may adopt the procedure in the case under consideration with some hope of success. In the present case the wife was attempting to make a living by taking in lodgers, and she succeeded in satisfying the court that "it would be greatly to her advantage and would increase the value of her property if her husband were restrained from entering" the house. The learned judge, having regard to the provisions of s. 12 of the Act of 1882, granted the injunction, holding that the value of the house would be increased if the husband were excluded, and that the wife would then be in a position to make a profit by taking in lodgers. This result has since been affirmed by the Court of Appeal, *ante*, p. 498, and in answer to the objection that the order was equivalent to judicial separation, it was pointed out that, on the evidence as to the conduct of the husband, this was a remedy to which the wife was entitled. But whether this was a relevant consideration is another matter.

Stamp Duty on Re-Settlements of Land.

THE decision of the House of Lords in *Baker* v. *Inland Revenue Commissioners*, reported in this month's *Law Reports*, 1924, A.C. 270, destroys any chance there may have been of avoiding voluntary disposition duty on re-settlements of land made in accordance with the common practice of disentailing and re-settling the estate on the coming of age of the eldest son of the tenant for life. In fact, the chance was very slight, for s. 74 of the Finance Act, 1910, throws the net so wide that it is practically impossible for any disposition of property, not amounting to a sale, to escape it. The first sub-section provides that "any conveyance or transfer operating as a voluntary disposition *inter vivos* shall be chargeable with the like stamp duty as if it were a conveyance or transfer on sale, with the substitution in each case of the value of the property conveyed or transferred for the amount or value of the consideration for the sale." There might be some question as to the meaning of the expression "conveyance or transfer," whether, for instance, it includes a declaration of trust, or an appointment made under a general power of appointment. But the section is to be read with the Stamp Act, 1891, and this brings in s. 62 of this statute, which provides that "Every instrument, and every decree or order of any court or of any commissioners whereby any property on any occasion, except a sale or mortgage, is transferred to or vested in any person, is to be charged with duty as a conveyance or transfer of property." The mention here of "sale or mortgage" shows that a settlement is not to be excluded, and the words of charge cover any instrument by which the legal or beneficial interest in property is vested in any person. The marginal note, indeed, to s. 74 reads: "Stamp duty on gifts *inter vivos*," and these words are not appropriate to settlements of real estate; but it is doubtful whether a marginal note can be used to assist the construction of a statute (see Craies on Statute Law, 3rd. ed., 177), and in the present case, SANKEY, J. (1922, 2 K.B. 786, 794), treated the marginal note as inaccurate. He held, accordingly, that s. 74 applies to settlements of real estate, and this view was affirmed by the Court of Appeal (1923, 1 K.B. 323), and has now been affirmed by the House of Lords, *supra*.

The point on which there has been difference of opinion is whether there was, in the particular circumstances of the case, sufficient consideration given to the eldest son who was re-settling the estate to prevent the disposition from being voluntary. On this point, SANKEY, J., was against the Inland Revenue Commissioners, but his decison was reversed by the Court of Appeal, and the Court of Appeal has been affirmed by the House of Lords. This point depends on s-s. (5) of s. 74, which provides:

> "Any conveyance or transfer (not being a disposition made in favour of a purchaser or incumbrancer or other person in good faith and for valuable consideration) shall, for the purposes of this section, be deemed to be a conveyance or transfer operating as a voluntary disposition *inter vivos*, and (except where marriage is the consideration) the consideration for any conveyance or transfer shall not for this purpose be deemed to be valuable consideration where the Commissioners are of opinion that, by reason of the inadequacy of the sum paid as consideration or other circumstances, the conveyance or transfer confers a substantial benefit on the person to whom the property is conveyed or transferred."

It is not necessary to give in detail the provisions in the re-settlement in the present case which were relied on as sufficient consideration to avoid the duty. Lands of considerable value stood settled to a tenant for life and then to his eldest son in tail male. The tenant for life had sold his life estate and, with the assistance of the court, moneys were raised out of the property to buy back the life estate, and it was made available for the maintenance of the family. Then, when the eldest son came of age, he executed a disentailing deed with the consent of his father as protector of the settlement, and re-settled the estate on the usual limitations, reserving powers of jointuring and charging portions. This, of course, was a mere re-settlement of the remainder in fee expectant on the death of the father, and so far as the remainder was concerned no consideration could be given to the son. But as part of the arrangement provision was made for the son out of the life interest, and such provision is not unusual. He was to have at once £250 a year, increasing to £300 on his attaining the age of twenty-five years, and on his marriage to £500; also on his marriage he was to have £5,000. The rest of the income during the father's life, after keeping down interest, premiums, and other payments, was to go to the mother for the benefit of the family. Was this provision for the son a sufficient consideration to prevent the disposition by him being voluntary? SANKEY, J., appears to have considered that the case was governed by the first part of s-s. (5); the benefits conferred on the son were "valuable consideration," and the re-settlement was "a disposition made in favour of a purchaser or incumbrancer or *other person* in good faith and for valuable consideration." The "other person" included the persons taking under the re-settlement. How he got over the latter part of the sub-section is not clear. In the Court of Appeal, Lord STERNDALE, considered that he had not dealt with it (1923, 1 K.B., p. 333). But, in fact, the duty is placed on the Inland Revenue Commissioners of determining whether, by reason of the inadequacy of the consideration, a substantial benefit is conferred on the persons taking under the disposition. The Commissioners had expressed their opinion that there was such benefit, and the Court of Appeal and the House of Lords have taken the same view. The Commissioners had in effect referred the matter to the court for determination; otherwise, their own opinion might have been final. It was suggested that the opinion was subject to appeal, but under the circumstances, this point had not to be decided.

One other point was raised and not decided, and it is of great importance wherever a settlement reserves a life estate to the settlor. Under s. 74 the duty is to be charged on the value of the property conveyed. Now, if A, the owner in fee simple, conveys to A for life, remainder to B in fee, *primâ facie* the entire fee simple is the property conveyed and the duty is payable on its value. But in fact all that A parts with and settles voluntarily is the remainder on the life estate reserved to him, and on this view the value of the life estate would have to be deducted. The point is one which has probably troubled a good many practitioners. In the present case the Commissioners were willing to have the value of the life estate deducted, and hence the point had not to be decided. "It is not necessary," said Lord CAVE, C., "to determine that point, because the Solicitor-General has agreed that, without conceding the general principle (which may have to be argued in another case), he is willing in this case to make that deduction, and to reduce the amount of the assessment accordingly." But we do not understand how the Commissioners can abandon the claim against one subject and then insist on it against another. Clearly, the House of Lords ought to have intimated that the abandonment must apply to all cases.

Admissibility of Oral Testimony given in Previous Action.

THE principle of *Res inter alios acta* is one of those vague rules of law which are far from easy to apply in practice. Its literal meaning, of course, is that matters incidental to dealings between one party to a suit and outside persons not concerned therewith cannot usually be adduced in evidence against him by the other party. For example, if A has given employment to agents, X, Y and Z, to effect sales for him in different regions, and if he has allowed Y and Z to take as commissions not only those earned by themselves, but also those accruing on repeat orders effected by previous salesmen within their region, X cannot rely on such action of A as evidence of a contractual promise to make him similar allowances. The transactions between A and X, A and Y, A and Z are perfectly separate affairs. Except to prove a general course of business on the part of A, nothing that he does in contracts with Y and Z creates any presumption that he has promised the same in a contract with X; nor are his acts towards Y and Z "admissions" on which they can rely in evidence.

But there are many obvious exceptions to this general rule. Where a person has made a statement of fact under seal, he is bound by it as an admission on which apparently (the authorities are not quite clear) others can rely besides the person to whom the document under seal was given. Again, if a person in the course of a suit gives evidence by way of affidavit or has his evidence taken down and sworn by him in a deposition, then there are circumstances in which third parties not concerned in the suit can afterwards rely on it by way of estoppel: *Brickell* v. *Hulse*, 1837, 7 A. & E, 454. Such affidavit or deposition is only so available, however, when it is part of the case deliberately put forward by the party on whose behalf the affidavit or deposition has been put in; he is not bound by statements casually made in the course of a suit by a witness whom he calls and whose evidence is subsequently taken on oath for the purposes of the court: *Rushworth* v. *Countess of Pembroke*, 1668, Hard. 473. The ground of admissibility of such documents against any person is based on two conditions precedent, both of which must be satisfied; first, the testimony actually set down must have been expressly offered by him as an essential part of his case; and, secondly, the party relying on it must have been in some way affected or prejudiced by it so as to form an "estoppel" against the initiator of the testimony.

These considerations help to explain the recent decision of Mr. Justice RUSSELL in what *primâ facie* seems a very difficult case: *British Thomson-Houston Co.* v. *British Insulated and Helsby Cables Ltd.*, 1924, 1 Ch. 203. The action was for the infringement of a patent granted in 1909, relating to an invention "for improvements in and relating to the treatment of tungsten to facilitate working," and the plaintiffs sought to rely on certain oral testimony of experts given in a previous action against other defendants relating to a patent of 1906. One issue of fact in each suit was whether, by following the patentees' directions, certain kinds of filaments could be obtained. In the earlier action relating to the patent of 1906, the plaintiffs called three expert witnesses to prove a matter of expert knowledge which was in issue in that suit. In the present action, suing different defendants on the later patent, they called other expert evidence to prove something else. The present defendants thereupon attempted to put in as admissible evidence the recorded evidence of those three experts who were called in the earlier action to which they themselves were not parties; they also endeavoured to put in, as evidence against the plaintiffs, the case lodged by them in that same previous action on appeal to the House of Lords.

Now, it is quite obvious that *primâ facie* both the expert testimony and the case are hearsay evidence, and as such inadmissible unless they can be brought within one of the exceptions to that rule. The only relevant exception is that they are "admissions" made by the plaintiffs, in person as regards the case lodged on appeal, and through duly authorised agents as regards the testimony of the experts. Admissions of this kind made in the course of a case are sometimes available against the party making them in later suits, but only if the fact admitted was a material part of the case in the course of which it is made: *Richards* v. *Morgan*, 1863, 33 L.J. Q.B. 114, 122, 123; *Evans* v. *Merthyr Tydvil Urban Council*, 1899, 1 Ch. 241. But such admissions are only available if made either (1) by the party himself, or (2) in a document put in by him: *Gardner* v. *Moult*, 1839, 10 A. and E., 464, 468. A party is not bound by the oral testimony of his witnesses, because such witnesses are not his duly authorised agents for making any particular statement made by them in the witness-box, or even in their affidavits. He merely puts them in the box as witnesses of truth, but does not instruct them to make the statements of fact they make. Such statements are their own impressions of the truth; it is against public policy that a witness should be deemed to give his evidence as part of anybody's authorised instructions, and not as part of his own independent recollection of the facts.

Obviously, then, in *British Thomson-Houston Co.* v. *British Insulated and Helsby Cables, Ltd.*, *supra*, the defendants were attempting to put forward a much wider proposition of the law of evidence than any set out in the previous cases. They were trying to offer, not documents put in by the plaintiffs nor the plaintiffs' own sworn statement, but (1) oral testimony given by expert witnesses called by him, and (2) statements set out in a case lodged by them between other litigants than the present. Clearly, the testimony of experts cannot be relied on as an "admission," for the reasons just given; it is not evidence given by these experts as the plaintiffs' authorised agents, but their testimony as independent witnesses of truth. Mr. Justice RUSSELL had no great difficulty in excluding such evidence as contrary to the well-settled principle.

The matter is somewhat different as regards the plaintiffs' appeal case in the House of Lords; this *primâ facie* appears to be (1) documentary, (2) authorised by the plaintiffs, and (3) made in the course of judicial proceedings of a public nature, on which the public at large are entitled to rely. If so, it seems that it may be admissible by way of estoppel, notwithstanding the operation of the rule *Res inter alios acta*, in accordance with the principle enunciated in *Richards* v. *Morgan*, *supra*, which treats such documentary evidence put in by a plaintiff in one suit as available against him by other parties in subsequent actions. But here comes in a subtle, but important, distinction.

The ground why such documentary evidence is admissible in subsequent suits, it seems, as stated by Chief Justice COCKBURN,

by BLACKBURN, J., and by CROMPTON, J., in the leading case of *Richards* v. *Morgan*, just referred to, is that such documents are offered by the party putting them in as veritable and reliable; he cannot be permitted afterwards to assert that they are forgeries or perjured. But pleadings, including a case lodged on appeal in the House of Lords, are *not* so offered; they are mere allegations or contentions which the party pleading puts forward for forensic purposes; it does not follow that he will attempt to prove all the allegations of fact thus stated by him; in fact, he may abandon all or any of them in the course of the suit. For this reason, pleadings are not admissions binding in subsequent suits between different parties: Taylor, Law of Evidence, 11th ed., p. 559, s. 821. It follows that a case lodged before the House of Lords, being in the nature of a pleading, is not binding on the party bringing that case except between himself and the other party to that case; and thus Mr. Justice RUSSELL held.

Ready-Money Football Betting.

(*Continued from p.* 496.)

The case of *R.* v. *Stoddart*, *supra*, was similar in facts, in decision and in dicta. A coupon competition concerning the results of a horse race was similarly held (if necessary) to be a betting transaction, and to be within the Betting Act, 1853. It was contended that the competitor, having paid his penny, gets what he paid for, namely, the right to make a guess; that he may win, but could not lose; that neither could the newspaper proprietor win as a result of the race. But Lord Alverstone said (at p. 184): "The person who pays the extra pence does so because the person to whom the money is paid comes under a promise to pay a certain sum if the horse named by the person sending in the coupon win the race. That seems to fulfil all the conditions which go to make up a bet." Mr. Justice Wills thought (at p. 185) that "this is about as clear a case of betting pure and simple as can well be conceived." Assume that, "he pays £5 to the defendant, and if he is successful, he receives £1,000; if unsuccessful, he receives nothing. The substance of that is, that, as regards the £5, the defendant becomes stakeholder of the money and he is not to part with it until the event of the race is known. And if the buyer of the coupon is successful, although he receives £1,000, he, in fact, wins, not £1,000 but £995, and as to the £5, he gets a return of his stake. The amount by which he is better off than he was before the transaction, is £995, and why that is not a bet of £5 to £995 on the event of a horse race, I confess I am unable to see." Mr. Justice Wright and Mr. Justice Kennedy would not enquire as to whether the transaction was one of betting; they thought the words of the Act did not necessitate the enquiry.

It would seem that in specifying the term "coupon" in the words of the Ready Money Football Betting Act, 1920, the framers contemplated that the familiar coupon competition was to be included in the transactions which constituted "a bet or wager."

In any case there is a direct Scots decision under the Act, which supports this view: *Strang* v. *Brown*, 1923, S.C.(J.) 74. As though to proclaim that it was neither a lottery nor a betting transaction, the manager of a competition sold printed coupons (price twopence) headed: "Football Skill Competition." The amount of the prizes was not stated. A list of six future football matches was given, with blanks left for the scores. A correct forecast of the winner secured one point; two points were awarded for a correct forecast of the score. The maximum score was twelve points; two prizes were to be awarded. No claim was considered without a deposit of five shillings. Attached to the coupon was a duplicate, which stated the names of the prize-winners of the previous week and the amount then distributed as prizes. Thus, no definite sum was promised in prizes—it all depended on the sales; and there was no risk of loss. In spite of the apparent absence of "mutuality," the business was held to involve "ready money football betting," and the convictions were sustained.

It was argued for the appellants that the scheme was (in essence) a sweepstake, and that that was not betting. But the court followed *Hart's Case* (*supra*) and *R.* v. *Stoddart* (*supra*). Again, however, evincing reluctance to give an all-embracing definition of "a bet or wager." "At the same time," said Lord Hunter (p. 78), "I think that essentially there is this element contained in it, that a man hands over a certain amount of money to another on the understanding that he will receive a larger sum of money if some uncertain future event occurs in the way in which he predicts it will occur." Lord Hunter distinguished *Carlill's Case* (*supra*), on the ground that there the action was founded "upon a promise to pay, independent altogether of anything in the nature of a bet." (Before Mr. Justice Hawkins, it was however argued in that case, that the contract was void as being by way of gaming; hence the learned judge's observations on the nature of a bet. But in the Court of Appeal, the judges intimated that they required no argument on this point: 1893, 1 Q.B., 256, 258.) "But if you consider any particular individual," Lord Hunter continued (*ibid.*): "S has in fact made a promise . . . that a sum largely in excess of the twopence will be given if the person is successful in naming the winners . . . I cannot see that this is anything other than a bet. It is a promise by S to pay upon the occurrence of an uncertain event" (p. 79). According to Lord Anderson, there was nothing in the findings of fact to justify the contention that the competition was a sweepstake. "The purchaser of the coupon," said he (at p. 79), "in effect laid his twopence, while S, the appellant, laid an indeterminate amount, that the members of the public would not name the successful teams. That seems to me to be just wagering or betting." Mutuality did not seem to him to be of the essence of a bet. "It was argued that it was not betting because S could so contrive matters that he could not lose anything. It seems to me to be quite immaterial that S was to pay the successful contributors out of the unsuccessful contributors' contributions; it is none the less wagering." He approved the definition quoted in *Hart's Case* (*supra*), of "betting and wagering" (using the two words as synonyms). In a refreshingly short judgment of two dogmatic sentences the Lord Justice Clerk swept away all argument: "The only question of importance in this case is whether S did, in point of fact, bet. To that question, common-sense, I think, supplies an affirmative answer."

The reasoning in *R.* v. *Stoddart* was adopted, and by regarding *each individual transaction* as complete, it was possible to say—as in that case—that S bet each member of the public an indeterminate amount to twopence that the latter would not win. In popular parlance and ideas, it is doubtful if a coupon competition is regarded as betting. But it is obvious that it has been the steady policy of the law to discourage anything in the nature of betting, especially when—as in *Strang* v. *Brown*—66,000 coupons were, among factory operators, probably and chiefly, circulated every week.

The fact that legislation to tax betting is not considered desirable, makes it probable that the definition of a "bet or wager" will remain elastic—or rather, that the expression will not be defined—and that the case of *Strang* v. *Brown* will be followed in the English Courts.

Reviews.

Magistrates' Law.

STONE'S JUSTICES' MANUAL. Being the Yearly Justices' Practice for 1924. With Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Fifty-sixth edition. Edited by F. B. DINGLE, Solicitor, Clerk to the Justices, &c., &c., for the City of Sheffield, and Clerk to the West Riding Justices, Sheffield. Butterworth & Co.; Shaw & Sons, Ltd. 32s. 6d. net.

A good deal of alteration has been made in this edition of the invaluable "Stone." The arrangement of the matter has been revised and there are now five parts dealing with—I The Court and Clerk; II Indictable Offences Acts; III Summary Jurisdiction Acts; IV (*a*) Practice, and (*b*) Evidence; and V Offences, &c. Of these, Parts II and III have been re-written, and the sections of the statutes have been printed at length in their proper order instead of being cut up and distributed. This certainly makes it easier to understand the statutes, and any inconvenience is obviated by cross-references. Anyone who has to deal with a mass of statute law in this way recognizes the need of simplification, and the editor says that the codification—or is consolidation meant?—of the Indictable Offences and Summary Jurisdiction Acts is very desirable and long overdue. Last session produced several Acts of importance in magisterial practice, including the Intoxicating Liquor (Sales to Persons under Eighteen) Act, 1923, and the Bastardy Act, 1923, and these, as well as the relevant decisions of the past year, have been incorporated. The greater part of the work is taken up by Part V, which deals in alphabetical order with offences punishable on indictment and on summary conviction, and at pp. 274 *et seq.* under "Animals" will be found a very detailed list of Orders of the Board of Agriculture relating to the treatment, diseases, and transit of animals; and the pages on Children include a lengthy section on Reformatory and Industrial Schools. The pages dealing with Licensing Law are also an example of careful and detailed work. According to the Preface *Smith* v. *Fennell*, supporting the editor's previously expressed view that there are now no closing hours for licensed premises, ought to be found at p. 872. But we do not notice it there or in the Table of Cases. It was reported in *The Times* of 18th December last, and is now in 40 T.L.R. 301, and is also reported elsewhere in this issue.

Books of the Week.

Poetry and Law.—"On the Oxford Circuit" and other Verses by CHARLES DARLING (Lord Darling of Langham). John Murray. 6s. net.

International Law.—Leading Cases on International Law. Vol. II. War and Neutrality. By PITT CORBETT, M.A., D.C.L. (Oxon). Fourth edition by HUGH H. L. BELLOT, M.A., D.C.L., Barrister-at-Law. Sweet & Maxwell, Ltd. 25s. net.

Company Law.—How to Form a Company. By HERBERT W. JORDAN, Company Registration Agent. Sixteenth edition.

Private Companies.—By HERBERT W. JORDAN. Eleventh edition.

The Secretary and his Directors.—By HERBERT W. JORDAN and STANLEY BORRIE, Solicitor. Sixth edition. Jordan & Sons, Ltd.

Criminal Law.—Criminal Appeal Cases. Edited by HERMAN COHEN, Barrister-at-Law. 4th, 18th and 25th February; 3rd March, 1924. Vol. 18. Part 2. Sweet & Maxwell, Ltd. 7s. 6d. net.

Correspondence.

Administration Bonds.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letter from Messrs. Warren & Warren in your issue of the 29th inst., and to your own notes thereupon, I venture to suggest that the practice of giving these bonds to the Crown is not only inconvenient but equally illogical.

I recently had occasion to administer the estate of a Russian refugee in this country, whose proposed administrator was also a Russian, and one deeply attached to the old regime in that unhappy country. She told me His Majesty was not her sovereign lord. The only personage who answered to that description was the heir of the late Tzar. To my mind she was fully justified in her protest. Whatever sentiments of respect and obedience a foreigner may owe to the monarch of the country whose hospitality he enjoys he certainly does not owe him allegiance.

31st March. E. S. W.

CASES OF THE WEEK.

House of Lords.

WARD *v.* VAN DER LOEFF. BURNYEAT *v.* VAN DER LOEFF.
21st March.

WILL—PERPETUITY—CHILDREN OF BROTHERS AND SISTERS—CODICIL SUBSTITUTING DIFFERENT GIFT—PARENTS OF TESTATOR SURVIVING HIM—DEPENDENT RELATIVE REVOCATION.

A testator gave his residuary estate to the children of his brothers and sisters living at his wife's death. By a codicil he gave his residuary estate to the children of his brothers and sisters living at the death of his wife or born afterwards before any such child attained a vested interest at twenty-one or marriage. Both the testator's parents survived him.

Held, that the gift in the codicil was void as infringing the rule against perpetuities, but that it did not operate to revoke the gift in the will which was valid and effectual.

This was an appeal from a decision of the Court of Appeal, 67 SOL. J. 382; 1923, 2 Ch. 52, on the construction of a will. The testator, W. J. D. Burnyeat, by his will, dated 13th May, 1915, devised and bequeathed unto his trustees and executors therein named all his real and personal estate upon trust for sale and conversion upon trust for his wife for life, and subject thereto for his children in equal shares, and in default of issue, upon trust for such of the children of his brothers and sisters as she should appoint and in default of appointment for all the children of the said brothers and sisters in equal shares. By a codicil dated 23rd April, 1916, the testator revoked the power of appointment given to his wife and declared that the life interest given to her by his will should terminate in the event of her re-marriage to any person not a British subject, and that after her death his trustees were to stand possessed of the residuary trust funds in trust for all or any of the children of "my brothers and sisters who shall be living at the death of my wife or born at any time afterwards before any one of such children attains a vested interest" at twenty-one or marriage in equal shares. The testator died on 7th May, 1916, and his will and codicil were duly proved on 14th July, 1916. The testator left no issue, but both his parents survived him, being each aged about sixty-six years at his death. The testator's widow, who was, before her marriage, a German subject, married a Dutch subject, Van der Loeff, on 4th February, 1921. Upon an originating summons taken out to determine the construction and effect of the will and codicil, P. O. Lawrence, J., held that the widow had forfeited her life interest, that as the testator's parents were still living the possibility of their having further issue could not be ruled out, and therefore the gift to nephews and nieces in the codicil was void for remoteness, but that the codicil did not revoke the gift to nephews and nieces in the will which was perfectly valid and effectual. The Court of Appeal by a majority affirmed the decision on the first point, and unanimously reversed it on the second point, holding that the gift in the will was revoked by the codicil with the result that there was an intestacy.

The LORD CHANCELLOR in delivering judgment said that on the construction of the will and codicil two questions arose. The first was whether the limitation in favour of children contained in the concluding words of the codicil was valid, having regard to the rule against perpetuities. The second was whether if invalid this new limitation had been efficacious as expressing a revocation of the bequest to children contained in the will. If the limitation to children in the codicil was invalid and that in the will had not been revoked then a further question arose whether the gift in the will operated in favour of any children of the brothers and sisters who were not born until after the testator's death. Philip Ponsonby Burnyeat, who was one of the parties to these appeals, was a son of one of the testator's brothers, but was not born until after the testator's death, and the re-marriage of his widow. It was argued against his claim that the life interest of the widow was effectively determined by the provision in the codicil and that the class of children to take was finally ascertained at that date as the time of distribution. If that were so then Philip Ponsonby Burnyeat was excluded. The principle to be applied in construing instruments for the purpose of ascertaining whether the direction they contained infringed the rule against perpetuity was a well-settled one. It was repeated with emphasis in *Pearks* v. *Moseley*, 5 A.C. 714, where it was laid down that in construing the words the effect of the rule must in the first instance be left out of sight, and then having in this way defined the intention expressed, the court had to test its validity by applying the rule to the meaning thus ascertained. It was only therefore if as a matter of construction the words in the codicil taken in the natural sense in which the testator used them did not violate the rule that they could be regarded as giving a valid direction. Looking at the language of the testator here, he was wholly unable to read it as not postponing the ascertainment of possible members of the class beyond the period of a life in being and twenty-one years afterwards. No doubt if their lordships were warranted in interpreting the testator as having referred only to the children of those of his brothers and sisters who were alive at his death they might read his language in a way which would satisfy the law. But for so restricting the natural meaning of his words there was no justification in the language used in the context. The testator spoke of his brothers and sisters generally, and there was no expression which excluded the children of other possible brothers and sisters of the whole or half blood who might in contemplation of law be born. He had nowhere indicated an intention that his words were not to be construed in this their natural meaning. He thought therefore that the class to be benefited was not one, all the members of which were as a necessary result of the words used to be ascertained within the period which the law prescribed, and that the gift in the codicil in favour of children of brothers and sisters was wholly void. The next question was whether the codicil, although inoperative to this extent, was yet operative to revoke the gift to children of brothers and sisters contained in the will. After consideration he had come to the conclusion that it was not so operative. It was true that there was a revocation expressed in the codicil, but it was confined to the power of appointment given to the wife, and did not extend to what followed. That was in terms an attempt at a substantive and independent gift, and as it was wholly void he thought, differing on this point from the Court of Appeal, that the provision in the will stood undisturbed. There was nothing else in the codicil which purported to affect it, and there was no independent intention to revoke it. The only other point was at what period the class of children of brothers and sisters who took under the will was to be ascertained. He thought that according to a well-known rule the period was that of distribution, that is the re-marriage of the widow. P. P. Burnyeat was therefore excluded. The result was that the judgment of Lawrence, J., must be restored and the costs here and below paid out of the residuary estate.

The other noble and learned lords gave judgment to the same effect.—COUNSEL: *Jenkins*, K.C., and *Harman*; *Greene*, K.C., and *Lavington*; *Owen Thompson*, K.C., *L. Potts* and *Shebbeare*. SOLICITORS: *Sharpe, Pritchard & Co.*, for *North, Kirk & Co.*, Liverpool; *Beachcroft, Hay & Ledward*, for *Brown, Auld and Brown*, Whitehaven; *Beachcroft, Hay & Ledward*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Privy Council.

THOMPSON *v.* NEW SOUTH WALES BRANCH OF THE BRITISH MEDICAL ASSOCIATION. 26th March.

ASSOCIATION—EXPULSION OF MEMBER—BREACH OF RULES—MISCONDUCT—RESTRAINT OF TRADE—*Ultra Vires*—DAMAGES.

A doctor brought an action against a branch of the British Medical Association claiming damages for expulsion from membership. He was expelled for conduct detrimental to the honour and interests of the profession. On the other hand he alleged that the rules of the branch contained agreements in restraint of trade and many oppressive and illegal provisions.

Held, that the action failed.

This was an appeal from the Supreme Court of New South Wales, which had set aside a verdict of a jury in favour of the appellant for £2,000 damages. The appellant practised at Sydney, and in 1920 a woman consulted him about a cough, and then complained of wrongful detention in a lunatic asylum. He communicated with her medical attendant, telling him that he was convinced of her sanity. The result was that she was again removed to an asylum. Dr. Thompson took steps to secure her liberation, and communicated with the Ministry and others, but they declined to take such action as Dr. Thompson proposed. He then wrote to the press saying that it was an outrage that private doctors should have the power to imprison people. An inquiry was made by the Judge in Lunacy, who reported adversely to the appellant's contention. The appellant appeared before the association and was heard on his own behalf, and ultimately he was expelled from the branch on the ground that he had been guilty of conduct derogatory to the honour and integrity of the medical profession. Dr. Thompson then brought this action and obtained a judgment in his favour, which was set aside by the Full Court. The present appeal was then brought.

Lord ATKINSON, in delivering their lordships' judgment, said it was obvious that if the standard of conduct which the association aimed at was to be kept up, means should be provided for getting rid of a member whose conduct offended against the honour or interests of the profession. Accordingly the rules of the association provided for the expulsion of members guilty of such misconduct. The argument urged on behalf of the appellant was that rule 2 operated in general restraint of trade, and was therefore void. That involved a misuse of language. Even if it did so operate, it would not be void at common law, but merely unenforceable at law, while under ss. 3 and 4 of the Trades Union Act, 1871, it would be valid at law but not directly enforceable: *Joseph Evans & Co.* v. *Heathcote*, 1918, 1 K.B. 418. The object of the rule was not to penalize or impoverish or injure Dr. Thompson or any other member, but solely to keep up the discipline of the members of the association and to protect and promote its interests, though indirectly and as an entirely undesigned result some injury might be suffered by an expelled member in the practice of his profession. The difference between two such intentions was well established in trade competition: *Mogul Steamship Co.*, 1892, A.C. 25. The appellant started a public agitation on the subject of the woman's treatment. In that he might have been quite right, but what he had not a right to do was to make by insinuation the grossest charges against his brother professionals connected with the treatment of lunatics and the control of lunatic asylums. The appellant, in the notice of particulars served on his behalf, deliberately stated that these charges, which he had to admit he made, were frivolous in their nature. Their lordships, on the contrary, thought that they were grossly calumnious charges. A general meeting of the association was held in November, 1921, when a resolution passed by the council was affirmed. It ran: "That Dr. G. S. Thompson has been guilty of conduct derogatory to the honour and integrity of the medical profession and calculated to bring the same into public contempt and injurious to the welfare and interests of this branch, and accordingly he be expelled from this branch of the association." The appellant was present at this meeting and was afforded the fullest opportunity of defending himself and was treated with great indulgence and consideration. If a body or association in discharge of some judicial or quasi judicial duty made a decision which it had jurisdiction to make on legal evidence adequate to sustain it, that decision could not in the absence of some fundamental error be impeached or set aside, save on the ground that that body was interested or biassed by corruption or otherwise or influenced by malice in deciding as it did decide. In the present case there was not a shred of evidence of any of these things. The association in this matter of Dr. Thompson's expulsion were acting in a judicial or quasi judicial character. Their lordships, therefore, were of opinion that the appeal failed on every ground, and that the appellant must pay the costs, and they would humbly advise His Majesty accordingly.—COUNSEL: *Sir Walter Schwabe*, K.C., and *Hon. Geoffrey Lawrence*; *Sir John Simon*, K.C., and *Sir Hugh Fraser*. SOLICITORS: *Light & Fulton*; *Thomas Cooper & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

***In re* WARTLING TITHES.** No. 1. 10th March.

TITHE RENT-CHARGE—PRACTICE—COSTS—REDEMPTION BY LANDOWNER—SETTLEMENT OF TITHE RENT-CHARGE—OPTION OF PAYMENT TO TRUSTEES OR INTO COURT—EXERCISE OF OPTION—PAYMENT INTO COURT—COSTS OF INVESTMENT OF FUND—TITHE ACT, 1846, 9 & 10 Vict. c. 73, ss. 6, 7, 9—TITHE ACT, 1918, 8 & 9 Geo. 5, c. 54, s. 4—JUDICATURE ACT, 1890, 53 & 54 Vict. c. 44, s. 5.

Where tithe rent-charge is redeemed by a landowner under the powers contained in the Tithe Act, 1918, without the consent of the owner of the rent-charge, and the redemption money in exercise of the option contained in the Tithe Act, 1846, s. 9, is paid into court instead of to trustees of a settlement, the costs of and incidental to the investment of the fund must be borne by the tithe owner and not the landowner.

Decision of Lawrence, J., *reversed*.

In re Graham-Wigan, 1911, 2 Ch. 438, *overruled*.

Appeal from a decision of Lawrence, J., on an originating summons. The appellant, Captain Curteis, owned land in the parish of Wartling, Sussex, subject to two tithe rent-charges amounting to £48 per annum. These had been settled by a settlement dated 3rd July, 1893. The tenant for life, J. N. Hayley, had assigned his interest therein to W. R. Collins, who had died leaving his widow and one Strick his personal representatives. One trustee only of the settlement, George Howard, was surviving, but he was competent to act thereunder for all the purposes of the Settled Land Acts, including the receipt of capital moneys. The appellant in 1922 desired to exercise his right of redeeming the tithe rent-charge upon his land, under the Tithe Act, 1918, and applied to the Ministry of Agriculture to fix the value of the redemption money, and this was ascertained at £702. The question then arose to whom this money was to be paid. Under the Tithe Act, 1846, where the tithe rent-charge is payable to a limited owner, the redemption money may be paid, at the option of the owner, either into court or to the trustees of the settlement under which he claims. The tithe owners consented to the £702 being paid to George Howard, but before this was done withdrew their consent and asked that it should be paid into court. This was done at the request of the Ministry, and a summons was taken out for an order that the money in court should be invested. Captain Curteis was made a respondent to this summons, the order was made for investment, and Lawrence, J., on the authority of *Re Graham-Wigan*, 1911, 2 Ch. 438, ordered Captain Curteis to pay the costs. Captain Curteis appealed from the order so far as it made him liable for the costs. THE COURT allowed the appeal.

POLLOCK, M.R., having stated the facts, proceeded. The option given by s. 9 of the Tithe Act, 1846, was exercised by the tithe owners when they gave their consent to the moneys being paid direct to the surviving trustee. So far as he (his lordship) knew there was no power to revoke or alter the exercise of an option once it had been exercised. However, the money was paid into court in consequence of an alteration of the attitude taken up, and Lawrence, J., followed the decision of Neville, J., in *Re Graham-Wigan*, *supra*, a case which arose under the Extraordinary Tithe Redemption Act, 1886, where he held that a landowner seeking to exercise compulsory powers of redemption must bear the burden of the costs incurred. What Neville, J., was probably referring to was the system of the Lands Clauses Act, 1845, under which the undertaker exercising compulsory powers of purchasing land had to provide and pay all incidental costs. That was provided by the Act, and Neville, J., thought the same principle should apply to the compulsory redemption of tithe rent-charge. He (his lordship) did not think the two matters were *in pari materia*. The whole system of the Tithe Acts, 1836-1918, was to make it possible for the landowner to redeem the tithe, in order to get rid of a class of property which very often gave rise to difficulties between those who paid and those who received. The redemption of tithe rent-charge was favoured and encouraged by the Legislature, and was not at all in the same position as the compulsory taking of a person's land under the Lands Clauses Acts. The decision of Neville, J., therefore was not right. It was rightly said that under s. 5 of the Judicature Act, 1890, the costs were in the discretion of the court. But Lawrence, J., was not following his own discretion but a decision of Neville, J., by which he felt himself bound. There was no such principle as Lawrence, J., felt himself bound by, and therefore the matter was entirely open. It might be that in different circumstances a different order by the court would be the right one to make, but there was no such rule as Lawrence, J., purported to act under, and the rule ought to be the other way, because the landowner who paid the redemption

money was not really interested in its ultimate destination, and ought not to have any further burden put upon him. The appeal must be allowed with costs there and below.

WARRINGTON and ATKIN, L.JJ., delivered judgment to the same effect, the former stating that the applicants should only have such costs as would have been incurred if the matter had been disposed of before any question as to Captain Curteis's liability to pay costs was raised, and the trustees' costs should be paid out of the corpus of the fund.—COUNSEL: *J. E. Harman; W. M. Hunt; Hind.* SOLICITORS: *Kingsford, Dorman & Co.; Botterell and Roche*, for *Cox & David*, Swansea; *Crawley, Arnold & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

In re **MUGGLETON'S SETTLEMENT TRUSTS.**

P. O. Lawrence, J. 21st March.

PRACTICE—PETITION FOR VESTING ORDER NOT CONSEQUENT UPON APPOINTMENT OF NEW TRUSTEE—PETITION OR SUMMONS—TRUSTEE ACT, 1893, 56 & 57 Vict. c. 53, s. 26 (ii) (*b*) (*c*), s. 35—R.S.C., 1883, Ord. 54B, r. 2, Ord. 55, rr. 13 and 13B—LUNACY RULES, 1900.

An application for a vesting order not consequent upon the appointment of a trustee, under the Trustee Act, is made by petition, although such an application if made in Lunacy would be made by summons.

Under the Lunacy Rules, and by Ord. 55, r. 13B, the procedure relating to vesting orders under the Trustee Act, 1893, shall mutatis mutandis *apply to applications for vesting orders under the Lunacy Acts.*

This was a petition by two of the trustees of a settlement made in 1900, for an order under ss. 26 and 35 of the Trustee Act, 1893, to vest the securities for certain mortgage debts and the sums thereby secured, and also the investments and other property subject to the trusts of that settlement in the petitioners on the ground that the third trustee was out of the jurisdiction of the High Court, and could not be found. All applications under the Trustee Act, 1893, may, by Ord. 54B, r. 2, be made by petition except as otherwise provided by Ord. 55. By Ord. 55, r. 13A, it is provided that applications under the Trustee Act, 1893, may be made by summons in certain specified cases which, however, do not include the present case, where the vesting order asked for by the petition was not consequential upon the appointment of a new trustee. Order 55, r. 13B, provides that the procedure relating to vesting orders under the Trustee Act, 1893, shall *mutatis mutandis* apply to applications for vesting orders under and by virtue of the Lunacy Act, 1890, and the Lunacy Act, 1911. By the Lunacy Rules of 1900, applications under the Lunacy Act, 1890, relating to vesting orders, are to be made by summons, unless otherwise directed. It was submitted by one of the respondents that this application might have been made by summons.

P. O. LAWRENCE, J., after stating the facts, said: I make the order prayed for. The existing procedure is anomalous, since while, under the Lunacy Acts applications for vesting orders (which are entitled in the Trustee Act, 1893) are made by summons in chambers, in similar cases falling strictly under the Trustee Act, 1893, applications for vesting orders are apparently not to be made by summons, but have to be made by petition. It may be a proper matter for the consideration of the rule committee.—COUNSEL: *Byrne; J. E. G. de Montmorency.* SOLICITORS: *C. R. Enever & Co.; Gamlen, Bowerman & Forward.*

[Reported by L. M. MAY, Barrister-at-Law.]

STAPLEY *v.* READ BROS. LIMITED. Russell, J. 7th, 12th and 17th March.

COMPANY—ACCOUNTS—PROFIT AND LOSS ACCOUNT DEBIT—RIGHT TO DIVIDE PROFITS SUBSEQUENTLY EARNED—GOODWILL WRITTEN DOWN OUT OF PROFITS—CAPITALISATION OF PROFITS—RESTORING GOODWILL TO BALANCE SHEET.

A company can distribute in dividend the profits of one year without first discharging thereout the losses of the previous year.

Ammonia Soda Company, Ltd. *v.* Chamberlain, 1918, 1 Ch. 266, *followed.*

A company can treat as profits available for dividend any profits originally applied in writing off or down the book value of the company's assets and subsequently written back.

This was a motion for an injunction to restrain the defendants (1) from distributing in dividend the credit balance shown on the company's profit and loss account at 31st December, 1923, or any part thereof, until the debit balance on the profit and loss account at 31st December, 1922, had been discharged, and (2) from treating as profits available for dividend any profits originally applied in writing off or down the book value of the company's assets and afterwards written back, on the ground that such assets stand in the company's books at less than their true value. The facts were as follows: The balance sheets of the company up to and including 1906 contained an item of £140,000 for goodwill. In 1906 £15,000 was written off the goodwill out of profits, and from time to time other amounts were so written off until in 1917 the goodwill had been written down to £51,000. Meanwhile a reserve fund of £50,000 had been built up out of profits, and out of the 1917 profits £11,000 was added thereto. The goodwill account was then eliminated from the balance sheet by writing it off against the reserve account, that is to say, the goodwill disappeared from the assets side and the reserve fund was reduced to £10,000. In 1920 the reserve fund amounted to £25,000, and the balance of profits brought forward from the previous year to £33,000, and the company capitalised the reserve fund and £15,000 of the balance of profits by issuing 40,000 bonus ordinary shares of £1 each. In 1921 and 1922 the company made a net loss, and the debit balance to profit and loss account at 31st December, 1922, amounted to £20,504 16s. 6d. In 1923 the company made a net profit of £13,430 8s. 8d. The preference dividends for 1921, 1922 and 1923 were unpaid, and the directors, in their report for 1923, after pointing out that £180,000 which might have been divided had been retained in the business by writing off the amount of £140,000, at which the goodwill originally stood in the balance sheet, and by the issue of 40,000 £1 bonus shares, and recommended that the three years' dividend accrued on the preference shares to 31st December, 1923, should be paid out of the current year's profits, and that the debit balance to profit and loss account as at 31st December, 1922, should be carried to a suspense account and written off against a reserve of £40,000 created by writing back to reserve £40,000 of the profits applied in the past in writing off goodwill.

RUSSELL, J., after stating the facts, said: As to the first part of the motion, that in no way depends on the question of restoring the goodwill as an asset in the balance sheet and writing profits back to reserve. It raises the simple question whether profit and loss is to be treated as a continuous account, so that no dividend can be declared out of profits earned in one year until any debit to profit and loss in respect of previous years has been made good. The point is covered by the judgment of the Court of Appeal in *Ammonia Soda Co.* v *Chamberlain, supra*, and I refuse to grant the injunction. As to the second part, the point is not covered by direct authority. There would have been no difficulty if the company had kept its accounts in a different form. If the company had retained goodwill as an asset in the balance sheet, and, instead of writing off its value out of profits, had carried those profits to a goodwill depreciation reserve fund, it could have distributed those profits at any time to the extent by which the amount of the reserve fund exceeded the amount of actual depreciation. Thus, if, as was admitted, the value of the goodwill was at least £40,000 and there had been £40,000 to the credit of that reserve, the company could have distributed £40,000 of the reserve fund as profits. Does it make any difference that the company, instead of placing its profits to reserve, has purported to apply them in writing off a corresponding amount of the value of the goodwill? The answer depends on whether the company has finally and unreservedly capitalised those profits so as to disentitle itself for ever from restoring them to reserve and dealing with them as profits. Although the accounts showing the particular method adopted have been approved year by year by the shareholders in general meeting, I am not satisfied that they thereby intended or bound themselves for all time and in all the circumstances to give up their claim to those profits and treat them as capital only. I am of opinion that the shareholders might, if they thought fit, write back to profit account so much of the depreciation written off goodwill as had proved to be in excess of proper requirements, and that in the present case is £40,000. There is no provision in the Companies (Consolidation) Act, 1908, or in the constitution of the company, to prevent this being done, nor is there any prejudice to creditors. I refuse to grant this injunction also.—COUNSEL: *Courthope Wilson*, K.C., and *Dighton Pollock; Bennett*, K.C., and *Gordon Brown.* SOLICITORS: *Taylor & Humbert; Dawson & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

In the Standing Committee of the House of Commons which is considering the Rent Restrictions Bill, on the 27th ult., Mr. E. R. Turton presiding, Mr. R. F. Jackson, Labour member for Ipswich, said he was wondering whether it would lessen the tediousness of the proceedings if members of the Committee, with the chairman's permission, were allowed to indulge in their enjoyment of the fragrant weed. The Chairman: Under no circumstances can that possibly be permitted.

High Court—King's Bench Division.

SMITH *v.* **FENNELL.** Div. Court. 6th November; 17th December; 25th January.

LICENSING—REFRESHMENT HOUSES—PERMITTED HOURS—ABOLITION OF CLOSING HOURS—REFRESHMENT HOUSES ACT, 1860, 23 & 24 Vict. c. 27, s. 6.—PUBLIC HOUSE CLOSING ACT, 1864, 27 & 28 Vict. c. 64, s. 5—LICENSING ACT, 1874, 37 & 38 Vict. c. 49, s. 11—LICENSING (CONSOLIDATION) ACT, 1910, 10 Edw. 7 & 1 Geo. 5, c. 24, s. 54—LICENSING ACT, 1921, 11 & 12 Geo. 5, c. 42, ss. 1-6.

The effect of recent legislation having been to put an end to "closing hours" by the substitution of "permitted hours" in the case of premises licensed for the sale of intoxicating liquor by retail, there are, consequently, no longer "closing hours" within which keepers of licensed refreshment houses are precluded from selling refreshments

Case stated by Derby justices. The appellant, who was a licensed refreshment house keeper, was convicted before the Alfreton justices of having sold refreshments during part of the time within which his premises should have been closed, *i.e.*, at 11.30 p.m. on a day when the permitted hours for the sale of intoxicating liquor in licensed houses in the district were 11 a.m. to 3 p.m. and 6 p.m. to 10 p.m. The magistrates stated this case.

Lord HEWART, C.J., delivered the written judgment of the Court (Lord HEWART, C.J., LUSH and SANKEY, JJ.) in which the nature of the case was set out and which stated that the information was laid under s. 5 of the Public House Closing Act, 1864. By that section it was provided that no person within the limits of that Act (*i.e.*, in the Metropolis) should open or keep open any refreshment house or sell or expose for sale or consumption in any refreshment house any refreshments or any article whatsoever between the hours of one and four o'clock in the morning. That section was amended by s. 11 of the Licensing Act, 1874, which substituted for those hours the following times: "between the hour of night or morning at which premises licensed for the sale of intoxicating liquors by retail situate in the same place as such refreshment house were required to be closed and four o'clock in the morning." That statute was made to apply throughout England and Wales. At the time when the Acts of 1864 and 1874 were passed, and until the Licensing Act, 1921 came into operation, all premises licensed for the sale by retail of intoxicants were required by law to be closed during certain hours. The closing of licensed refreshment houses was not dependent as regards hours on the closing of houses licensed for the sale of intoxicants until the Act of 1874 fixed the closing hours of the one by relation to the closing hours of the other. The Refreshment Houses Act, 1860, s. 6 had enacted that "All houses, rooms, shops or buildings kept open for public refreshment, resort and entertainment at any time between the hours of nine of the clock at night and five of the clock of the following morning, not being licensed for the sale of beer, cider, wine or spirits respectively, shall be deemed refreshment houses within this Act . . ." and it then proceeded to impose on the resident owner, etc., the obligation of taking out a licence to keep a refreshment house. The hour of nine was altered to ten by the Revenue (No. 2) Act, 1861 (24 & 25 Vict., c. 91), s. 8. Various changes were made in the law with regard to the regulation of houses licensed for the sale of intoxicants to which it was not necessary for the purpose of the present case to refer. In 1910 the Licensing (Consolidation) Act, 1910, was passed which amended and consolidated the law as to the closing of premises licensed for the sale of intoxicants. Section 64 enacted: "Subject to the provisions of this Act all premises in which intoxicating liquors are sold by retail shall be closed during the hours specified in the Sixth Schedule to this Act (in this Act referred to as general closing hours)." Then followed other provisions relating to closing hours. Section 63 enabled justices in case of riot or tumult to order every holder of a justices' licence to close his premises. In 1921 the law relating to the closing of houses licensed for the sale of intoxicants was entirely altered by the Licensing Act, 1921. By that Act "closing hours" were abolished and a system of "permitted hours" for the sale of intoxicants was adopted. [Reference was made in this connection to ss. 1-5.] Section 6 was as follows: "(1) The foregoing provisions of this Act shall have effect in lieu of section 54 of, and the Sixth Schedule to, the Licensing (Consolidation) Act, 1910, but (subject as hereinafter provided in this Act), all the other provisions of that Act with respect to closing hours shall continue in force. (2) The provisions of the Licensing (Consolidation) Act, 1910, specified in Part I of the First Schedule to this Act shall be repealed, and the provisions of that Act specified in Part II of that Schedule shall have effect, subject to the modifications provided for in that part of that Schedule." Part I of the schedule enumerated the lists of the repealed sections. It included s. 54 and the whole of the Sixth Schedule to the Act of 1910, which set out the general closing hours. Part II provided that, with regard to certain other sections, the reference in them to the provisions of the Act of 1910 relating to general closing hours "shall be deemed to be a reference to the provisions of this Act as to permitted hours." Section 63, which empowered justices in time of riot or tumult to order every holder of a justices' licence to close his premises, was left untouched. It was clear, therefore, that if they were to interpret s. 5 of the Public House Closing Act, 1864, as amended by s. 11 of the Licensing Act, 1874, according to its plain language, the enactment against opening or keeping open refreshment houses and against selling refreshments therein during certain hours had become inoperative. There were no hours now during which "premises licensed for the sale of intoxicating liquors by retail" were "required to be closed." The conditions which prevailed when the earlier Acts were passed had ceased to exist. They could not adopt the contention, submitted on behalf of the respondent, that s. 11 of the Act of 1874 should be treated as if it had said "the hours of the night or morning at which premises for the sale of intoxicating liquors by retail are required to be closed for the sale of such intoxicating liquor." The Legislature had deliberately repealed s. 54 and other sections and the Sixth Schedule, which referred to closing hours, and carefully substituted a different method of regulating the sale of intoxicants by reference to "permitted hours." It had said in effect that there should in future be no hours during which licensed premises were to be closed, and it had treated the alteration in the law as an alteration of substance. To accede to the argument on behalf of the respondent would involve holding that, notwithstanding the elaborate care which had been taken to abolish closing hours, premises licensed for the sale of intoxicants by retail were still by law required to be closed. Moreover, if they were to accede to the argument, they would be creating, or, it might be more correct to say, perpetuating, that serious anomaly. The normal time in the evening at which "permitted hours" ceased was 10 o'clock. That was the time at which the justices held on the evidence that the appellant ought to have closed his refreshment house. But a licence was required only if a refreshment house was kept open after 10 o'clock. The appellant's licence, therefore, was a licence to do that which, on the respondent's contention, the law prohibited him from doing. If a refreshment house must be closed at 10 o'clock, it followed that the licence was contradicted and neutralised. For those reasons their lordships were of opinion that no offence had been committed and that the conviction was wrong.—COUNSEL: *Marshall Freeman; J. G. Trapnell.* SOLICITORS: *R. A. Young*, Nottingham; *Speechly, Mumford & Craig*, for *W. M. Wilson*, Alfreton.

[Reported by J. L. DENISON, Barrister-at-Law.]

NICE *v.* **LEWISHAM GUARDIANS.** Div. Court. 25th January.

POOR LAW—"WILFUL REFUSAL TO MAINTAIN HIMSELF . . . OR HIS FAMILY"—OFFER OF WORK—CONDITION—ACCEPTANCE OF WAGES BELOW UNION RATE—REFUSAL TO CONTINUE TO DO WORK OFFERED—REASONABLENESS OF REFUSAL—VAGRANCY ACT, 1824, 5 Geo. 4, c. 83, s. 3.

A Court of Quarter Sessions allowed the appeal of a workman (who together with his family had become chargeable to the Lewisham Union) from a conviction by a magistrate under s. 3 of the Vagrancy Act, 1824, for refusing to continue to do work which had been offered to him by the guardians with a view to enabling him to maintain himself and his family. He accepted it in the first instance, but refused to continue to do it, on the ground that the trade union of which he was a member objected to his doing so, because the wages offered were lower than the rate of wages approved by the union for that class of work.

Held (*Avory, J., doubting*), *that in view of the observations in* Poplar Union *v.* Martin (infra), *and of the facts proved, the Court of Quarter Sessions was entitled to come to the conclusion at which they had arrived.*

Poplar Union *v.* Martin, 53 W.R. 398, 1905, 1 K.B. 728, *applied.*

Case stated by London Quarter Sessions. A workman named Nice, who was a skilled navvy, was convicted at Greenwich Police Court under s. 3 of the Vagrancy Act, 1824, of being an idle and disorderly person for having refused to accept an offer of relief work, thereby neglecting to maintain himself and his family. The circumstances were as follows: The workman and his family became chargeable in March, 1893, to the Lewisham Union and received relief. On receipt of the offer of relief work, he accepted it, the wages being £2 6s. per week. He worked for several days, but subsequently refused to do so, on the ground that the rate of pay of £2 6s. a week was less than the current rate of pay of the National Union of General Workers of which he was a member. A trade union official, giving evidence before the

Court of Quarter Sessions, said the trade union rate was £3 2s. 8d. and if Nice worked for less he would be liable to be reprimanded, fined, or expelled by his union, and that it would have been difficult for him to get work in the future. The Court of Quarter Sessions, therefore, considering that by continuing to work at the rate of £2 6s. a week he would have been prejudicing his chances of bettering himself or of obtaining work in the future, quashed the conviction, but stated this case.

By s. 3 of the Vagrancy Act, 1824, it is provided: "Every person being able wholly or partly to maintain himself or herself, or his or her family, by work or by other means, and wilfully refusing or neglecting so to do, by which refusal or neglect he or she, or any of his or her family whom he or she may be legally bound to maintain, shall have become chargeable to any parish, township, or place . . . shall be deemed an idle and disorderly person within the true intent and meaning of this Act; and it shall be lawful for any justice of the peace to commit such offender . . . to the house of correction there to be kept to hard labour for any time not exceeding one calendar month."

Lord HEWART, C.J., said that the contention that that which was objected to by the man did not satisfy any of the tests laid down in *Poplar Union* v. *Martin*, *supra*, involved a distinction which went too far. It was not desirable to attempt to lay down any hard and fast rule as to what matters might be looked at by a tribunal when dealing with a question of this nature, and it was impossible to say that there were no grounds on which quarter sessions could acquit the man. The appeal should therefore be dismissed.

AVORY, J., concurred with some hesitation, and GREER, J., while stating that he would have doubted whether the decision of the Court of Quarter Sessions could have stood, but for the decision in *Poplar Union* v. *Martin*, *supra*, also gave judgment in favour of dismissing the appeal. The appeal was therefore dismissed.—COUNSEL: *Schiller*, K.C., and *Travers Humphreys*; *Purchase*, K.C., and *G. F. L. Bridgman*. SOLICITORS: *H. Cowper Beard*; *Leonard Bingham & Sharp*.

[Reported by J. L. DENISON, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

B. LIPTON, LIMITED *v.* **HAYES; SAME** *v.* **BELL.** No. 2.
7th November 1923.

DEEDS OF ARRANGEMENT—PRACTICE—EXECUTION—GARNISHEE PROCEEDINGS—LETTER BY DEBTOR AUTHORISING REALISATION OF ESTATE AND PAYMENT OF CREDITORS OUT OF THE PROCEEDS—NOT AN "ASSIGNMENT OF PROPERTY"—DEEDS OF ARRANGEMENT ACT, 1914, 4 & 5 Geo. V, c. 47, s. 1.

A debtor wrote to the defendant, who was the secretary of a trade protection society, a letter containing the following: "I hereby authorise you to realise my estate, including stock in trade, book debts, furniture, and all other assets; and to apply the proceeds, first, in payment of costs, charges, and preferential claims; and secondly, to pay the balance of my creditors pro rata . . ."

Held, that the letter was not an "assignment of property" within s. 1, s-s. 2, of the Deeds of Arrangement Act, 1914, and was therefore, not a deed of arrangement within the Act, but was merely an authority to realise the debtor's estate and a declaration of trust with regard to the proceeds.

Appeal from the Divisional Court, who had reversed the decision of the Judge of the Newcastle-upon-Tyne County Court in garnishee proceedings. The facts sufficiently appear in the judgment.

BANKES, L.J.: The matter arises in this way. A Mrs. Hayes was indebted to the plaintiffs and judgment was recovered, and thereupon the judgment creditors sought to garnishee money which was in the hands of a Mr. Bell, and the money held by Mr. Bell had come into his possession as the result of an authority given to him by Mrs. Hayes on 21st August, 1922. The execution creditors contended that the authority under which Mr. Bell was acting was void under the Deeds of Arrangement Act, 1914, and that as a result the money held by Mr. Bell was a debt which was garnisheed. The important point is whether the document of 21st August, 1922, is an instrument which is avoided by the Deeds of Arrangement Act, 1914. Section 1 provides that "a deed of arrangement to which this Act applies shall include any instrument of the classes hereinafter mentioned whether under seal or not: (*a*) made by, for, or in respect of the affairs of a debtor for the benefit of his creditors generally; (*b*) made by, for, or in respect of the affairs of a debtor who was insolvent at the date of the execution of the instrument for the benefit of any three or more of his creditors; otherwise than in pursuance of the law for the time being in force relating to bankruptcy." So far the section indicates that there must be an instrument, and it must be an instrument made for one or other of the purposes or in respect of the matters referred to in (*a*) or (*b*) of s-s. 1. Then, s-s. 2 of s. 1 goes on to define the classes of instrument hereinbefore referred to, and in order to come within the statute, the instrument must not only come within the definition contained in clauses (*a*) and (*b*) of s-s. 1, but must be one of the classes of instrument referred to in s-s. 2. Now, the first class of instrument is "an assignment of property": the second class of instrument is "a deed of or agreement for a composition." Then there comes a separate class, all of which come under the heading of deeds or documents or instruments in cases where creditors of the debtor obtain any control over his property or business. I dismiss this last class of instrument on the ground that, in my opinion, there is no evidence obtainable from the document which is said to be an instrument within the statute that the creditors of the debtor obtained any control over the property. One comes back, therefore, to consider the classes of instrument under the headings (*a*) and (*b*). With regard to (*b*), I realize at once that a great deal might be said in favour of the proposition that, whatever else this instrument was, it was a deed or an agreement for a composition; but that point, in my opinion, is not before the Court, and for the simple reason that, this being an appeal originally from the county court, that particular point of law must have been raised before the county court judge in order to enable the appellant to appeal on that point. The only point, therefore, which is left for consideration is whether this document is an assignment of property. We have heard a very considerable discussion on that point, but I wish to clear away a good deal of the argument which had reference to revocable mandates, because it does not seem to me that a consideration of the question of whether a mandate might, in certain circumstances, become revocable or irrevocable has any material bearing on the question whether or not the original transaction between the parties amounted to an assignment. I find what seems to me to be an indication of the rule that should be applied in this particular case in the two cases of *Re Spackman*, 1890, 24 Q.B.D., 728, and *Re Hughes*, 1893, 1 Q.B., 595. His lordship stated the facts in *Spackman's Case*, and cited passages from the judgment of Lord Esher, M.R., including the following: "I think there was a well-known meaning attached to the term 'assignment' in bankruptcy law as used in relation to this subject. It applied to cases where a debtor had executed a deed which assigned all, or substantially all, his property to a trustee or trustees for the benefit of his creditors generally. If the phrase had a well-known meaning in bankruptcy law before the Act, I think it has that meaning in the section [s. 4, para. (1) (*a*) of the Bankruptcy Act, 1883] and that meaning only. That being so, no declaration of trust or mere contract is an act of bankruptcy within the meaning of those words in the sub-section. There must be an assignment for the benefit of creditors according to the well-established meaning of the phrase in bankruptcy law before the Act, viz., an assignment of property by deed to a trustee for the benefit of creditors." Later he goes on to say: "It follows from what I have said that, whether this transaction amounted to a declaration of trust for the benefit of creditors, or a contract that the property should be dealt with in a certain way for their benefit, or whatever it was, unless it was an assignment of the whole, or substantially the whole, of the debtor's property for the benefit of the creditors, it was not an act of bankruptcy. I do not think it was an assignment, and therefore there was no act of bankruptcy at the time when the solicitors received this money." His lordship also cited a passage from the judgment of Fry, L.J., *ibid.*, at 24 Q.B.D., p. 740, and continued: Now I think that Fry, L.J.'s reading as applied to that section of the Bankruptcy Act may be well applied to s. 1 of the Deeds of Arrangement Act, 1914, because there you find the Legislature expressly enumerating various other modes of dealing with your property other than assignments, and I think, therefore, that applying Lord Justice Fry's meaning, which I think is sound, when you are dealing with the assignments in s. 1 of the Deeds of Arrangement Act, 1914, you are dealing with what the law recognizes as an assignment proper, if I may use that expression, whether, of course, legal or equitable. It is said that that language has been modified by the more recent decision in the case of *Re Hughes*, *supra*, but I think when that is looked into the decision in *Re Spackman*, *supra*, is really confirmed. But *Re Hughes*, *supra*, explains that it must be understood that the language in *Spackman's Case*, *supra*, would not apply to a case where a person who intended to assign his property did so by a method of conveyance which is well known to the law and adopted in cases of assignment of onerous property, and I read a passage from Lord Justice Lindley's judgment in support of that view. I ought to say that the facts in *Hughes' Case*, *supra*, were that there was an assignment of property—using the expression I used before—but there was in it also a declaration of trust, as to certain leaseholds, and it was contended that, on the authority

of *Re Spackman, supra*, the fact that there was included in the instrument a declaration of trust rendered the document something other than an assignment. Lindley, L.J., says, 1893, 1 Q.B., at p. 601: "But then it is said that *Re Spackman, supra*, is inconsistent with this view. I cannot so regard it. In that case there was nothing whatever which, by any stretch of imagination, could be regarded as a conveyance or assignment in any cause whatever." Now that, so far, is a statement that in Lindley, L.J.'s view *Re Spackman, supra*, was quite correctly decided. I think myself that these authorities should guide this court in placing a construction upon this particular document, and I desire to conform what I am saying, and have to say, to the particular form of this particular document. Now, it is quite short, and it is signed by the lady, and it says: "I hereby authorize you to realize my estate including stock in trade, book debts, furniture and all other assets." So far, it is a mere authority to realize those assets. Then it proceeds: "To apply the proceeds, first, in payment of costs, charges, and preferential claims, and secondly, to pay the balance to my creditors *pro rata*. . . ." In my opinion, taking the document as it stands, what it amounts to and all it amounts to is an authority to realize the lady's property and a declaration of trust as to how the proceeds are to be applied, and I do not find within the four corners of this document what I consider the essential features of an assignment proper, if I may use that expression again, that is to say, what the law recognizes as an assignment—called in one of the cases to which our attention has been drawn, a *cessio bonorum*. For these reasons, in my opinion, the appeal succeeds, and I think that the judgment of the Divisional Court must be set aside with the usual consequences with regard to costs.

SCRUTTON, L.J., and ATKIN, L.J., concurred in allowing the appeal. Appeal allowed.—COUNSEL: *Lowenthal; E. W. Hansell.* SOLICITORS: *Woolfe & Woolfe*, Agents for *Lionel Woolfe*, Newcastle-upon-Tyne; *King, Wigg & Brightman*, Agents for *H. E. Richardson & Elder*, Newcastle-upon-Tyne.

[Reported by T. W. MORGAN, Barrister-at-Law.]

SHAPIRO *v.* **LA MORTA and Others.** No. 2. 20th Dec. 1923.

DEFAMATION—WORDS—ACTION (CAUSE OF)—INJURIOUS FALSEHOOD—WORDS, NOT ACTIONABLE *per se*—ABSENCE OF MALICE.

Owing to the failure, at the last moment, of an arrangement under which it was agreed that the plaintiff, a professional pianist, should accompany a singer during a week's engagement at the defendants' music hall, another pianist was substituted. Through ignorance on the part of the defendants' manager that this change had been made, programmes were issued in which the name of the plaintiff appeared, and consequently the plaintiff lost an engagement elsewhere. The plaintiff therefore brought an action for damages in which the jury found: (1) *that the defendants' manager did not intend to injure the plaintiff*; (2) *that he ought to have known that his conduct was likely to injure the plaintiff*; *and* (3) *that he acted* mala fide *towards the plaintiff. The jury afterwards explained that in their finding* (3) *they meant by* mala fide *that the defendants' manager, by keeping up the posters and circulating the programmes after the defendants knew of the alteration, was considering the defendants' interests and disregarding the interests of the plaintiff.*

Held, that as the statement causing damage to the plaintiff was published bonâ fide *the action failed.*

Decision of Lush, J., 68 SOL. J. 142, *affirmed.*

Appeal from a decision of Lush, J.

The plaintiff, Mrs. Sadie Shapiro, who was a professional pianist, professionally known as Miss Sadie Wolf, was in the habit of acting as accompanist to singers, including the defendant, La Morta (professionally known as Peter Bernard). The plaintiff alleged that at some time before 8th January, 1923, the defendants maliciously stated in placards, leaflets and programmes that she would accompany Mr. Bernard at the London Music Hall, the defendants' music hall, during the week beginning 8th January, 1923, whereas she had not agreed to accompany, and did not accompany, Mr. Bernard at the performances referred to. She alleged that, in consequence of the announcements complained of, she had lost an engagement of the value of £6 for her orchestra on 9th January. The defendants admitted the publication, but said that it was without malice and was made in the *bonâ fide* belief that the plaintiff had agreed to assist Mr. Bernard. Mr. Freeman, the defendants' manager, understood that the plaintiff was to accompany Mr. Bernard during that week at that music hall. Having been so informed, and no information to the contrary having been given him, Mr. Freeman caused the placards, leaflets and programmes to be printed on which the announcements complained of were made. The proposed arrangement between the plaintiff and Mr. Bernard fell through, and another pianist was engaged at the last moment. It was then too late to arrange for the printing of fresh programmes for the first evening of the performance, but they were promptly printed and put into circulation on the following evening. The placards were not altered, however. An unamended programme was received by a member of the audience at the third evening's performance. In an action by the plaintiff for damages against the proprietors of the music hall and Mr. Bernard, the jury answered the questions put to them as follows: (1) Whether the manager intended to injure the plaintiff?—No. (2) Whether he ought to have known that his conduct was likely to injure her?—Yes; and, (3) Whether he had acted *mala fide* towards her?—Yes. On these findings, Lush, J., held that the plaintiff had not established any cause of action against the proprietors of the music hall and he entered judgment for them with costs. The plaintiff appealed.

BANKES, L.J., in the course of his judgment, said: It was not disputed that in order to succeed the plaintiff must prove that the publication by the defendants was malicious, and that she had in consequence suffered damage. The evidence given at the trial showed that the performer in question had endeavoured to engage the plaintiff to accompany his performance, and that he had led the defendants' manager to believe that he had engaged her. The plaintiff had, in fact, refused the engagement, but the manager was not informed of it until mid-day on 8th January. To supply proof of malice, evidence was given which was intended to show, and did, in fact, to some extent show, that after the manager had been made aware of the fact that the plaintiff's name ought not to have appeared in the week's announcements, sufficient steps were not taken to correct the mistake. The plaintiff did give satisfactory proof that the announcement had caused her damage, but only to the extent of the loss of an engagement for 9th January which would have been offered her in the week previous to that commencing 8th January, but for the announcement complained of. When the jury were asked to explain what they meant by "acting *mala fide*" in their answer to the third question, the foreman, on behalf of the jury, said that the interpretation which they put on the manager's conduct was that the bills and posters were kept up and the programmes circulated after the manager knew the facts, and that in so doing he was considering the defendants' interests and disregarding those of the plaintiff. Had it been material to consider whether this finding amounted to a finding of malice, and whether there was any evidence to justify such a finding, it would have been necessary to look closely into the facts and the authorities. But it is not necessary to do this, for the simple reason that the only damage proved did not flow from the alleged malicious acts, but resulted from the incorrect announcements appearing in the week preceding that beginning on 8th January, at which time the statements, which were incorrect and in that sense false, were made perfectly *bonâ fide* by the defendants' manager under the mistaken but justifiable belief that they were true. For this reason the appeal fails, and must be dismissed with costs.

SCRUTTON and ATKIN, L.JJ., read concurring judgments. Appeal dismissed.—COUNSEL: *Gilbert Beyfus; Harold J. Murphy.* SOLICITORS: *S. A. Bailey; Stephenson, Harwood & Tatham.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Parliament.

New Statutes.

On 28th March the Royal Assent was given to—
Consolidated Fund (No. 2) Act,
and two local Acts.

House of Lords.

19th March. Agriculture Returns Bill—a Bill to facilitate the preparation of agricultural statistics. Introduced by The Lord President of the Council (Lord Parmoor).

Friendly Societies Bill—a Bill to amend Sections 1, 62 and 65 of the Friendly Societies Act, 1896, and other purposes connected therewith. Introduced by The Under-Secretary of State for the Colonies (Lord Arnold).

Discussion on Unemployment (Bishop of Lichfield); Property of Ex-Enemy Aliens (Lord Danesfort); Claims of Irish Loyalists (Viscount Fitzalan).

20th March. Arbitration Clauses in Commercial Agreements (Protocol) Bill. The Bill facilitates arbitration between the subjects of different countries. The matter has been fully considered at the League of Nations and elsewhere, and finally a special Sub-Committee was appointed, with Mr. McKinnon, K.C., as Chairman. Bill read a Second time (the Lord President of the Council, Lord Parmoor) and committed to a Committee of the whole House.

Merchant Shipping (International Labour Conventions) Bill. Lord Parmoor, in moving the Second Reading, said that the Bill referred to what had passed at the General Conference of the International Labour Organization of the League of Nations on July 9 last. There are, said Lord Parmoor, three so-called draft conventions. One of them deals with this point, that if a ship is lost at sea the seaman, provided he can get no other employment, is to receive payment for a period not exceeding, in any case, two months. The reason for that period being taken is that he is expected to arrive home again in about that time. Secondly, there is a provision with regard to the minimum age for the admission of young persons to employment as trimmers and stokers, and, having regard to the conditions of their work, that age is placed at eighteen years. Lastly, it is provided that there shall be a medical examination of young persons—that is, those under the age of eighteen years—the sole object being that they shall be fit for the duties which they will have to perform. This Bill, like the last, has been very fully discussed by a large number of conferences and conventions. Bill read a Second time, and committed to a Committee of the whole House.

Carriage of Goods by Sea Bill. In moving the Second Reading, Lord Parmoor said: This is a Bill which has been more than once before your Lordships and which, I think, would have passed into law before this time if it could have got through the other House. When it came before your Lordships on the last occasion, after having been considered by very numerous Committees and conferences, it was again submitted to a Joint Committee of the two Houses under the Chairmanship of a great legal authority on these points, Lord Sterndale. The Bill came back to the House from that Committee with certain minor Amendments in it. Now the Bill is in the same form as it was when your Lordships passed it last year. Bill read a Second time and committed to a Committee of the whole House.

Auxiliary Air Force and Air Force Reserve Bill (the Secretary of State for Air, Lord Thompson). Read a Second time and committed to a Committee of the whole House.

Public House Improvement Bill. Consideration in Committee resumed, and Bill passed through Committee with amendments.

Northern Rhodesia. Statement by the Under-Secretary of State for the Colonies as to the future Government.

25th March. Industrial Courts Amendment Bill to amend the law with respect to the references of trade disputes to courts of inquiry established under Part II of the Industrial Courts Act, 1919, introduced by Lord Askwith.

Dogs Protection Bill. Second Reading moved by Lord Banbury. Rejected without a division.

Legitimacy Bill. Motion for Third Reading (Lord Buckmaster). Amendment moved to leave out s-s. (4) of Clause 1 and insert a new sub-section (Earl of Middleton). Amendment agreed to by 41 to 29. Bill passed and sent to the Commons.

Advertisements Regulation Bill. Considered on Report and amendment made extending the exemption of railway stations and yards to docks, piers, and wharves.

Marriages Validity (Provisional Orders) Bill. Earl de la Warr, in moving the Second Reading, said: From time to time certain marriages have proved to be invalid for some purely technical reason. Until 1905 this situation was dealt with by introducing special legislation. In 1905, however, an Act was passed which gave power to the Home Secretary to deal with the question by issuing Provisional Orders. These Provisional Orders were subject to confirmation by Parliament. Last year when a Bill confirming one of these Provisional Orders was introduced Lord Donoughmore drew the attention of the House to the fact that part of the Order was *ultra vires*, because of the introduction into it of certain clauses which had no foundation in the Act of 1905. These clauses made the marriage registers of these invalid marriages able to be used as evidence in court, as if the marriages had been validly solemnised, and indemnified the clergymen who took part in these invalid marriages. But the Act of 1905 only permits the Home Secretary to validate the marriages. It does not give these powers which are in the other clauses. This Bill, therefore, proposes to put the matter right and to regularise what has hitherto been done in an irregular manner. Bill read a Second time and committed to a Committee of the whole House.

Housing Bill and Housing (Scotland) Bill. Read a Second time (Lord Muir Mackenzie) and committed to the Joint Committee on Consolidation Bills.

Child Adoption. Discussion (Lord Gorell) as to Government decision to appoint another Committee to inquire into the question.

Proposed Fixed Easter. In answer to Lord Desborough, Lord Parmoor made a statement showing that the matter is under the consideration of the League of Nations.

26th March. Discussions on Anglo-Russian Relations (Lord Emmott); Unemployment Grants Committee (Lord Banbury).

Criminal Justice Bill. Considered on Report and amendments made.

Advertisements Regulation Bill. Read a Third time and sent to the Commons.

Claims of Irish Loyalists. Discussion (Lord Danesfort).

27th March. Criminal Justice Bill. Read a Third time and sent to the Commons.

Discussions on Condition of Agriculture (Marquis of Lincolnshire); and Foot and Mouth Disease (Lord Strachie).

1st April. Therapeutic Substances Bill, to provide for the regulation of the manufacture, sale, and importation of vaccine, serum and other therapeutic substances. Introduced by Earl de la Warr.

Church of Scotland (Property and Endowments) Bill. On motion of the Lord Chancellor (Viscount Haldane), read a Second time and committed to a Committee of the whole House.

Smoke Abatement. Discussion on probable legislation (Lord Newton), and reply by Earl de la Warr postponing statement till after the Minister of Health had received a deputation.

House of Commons.

Questions.

WAR CHARGES (VALIDITY) BILL.

Sir H. NIELD (Ealing) asked the Prime Minister whether the right of the subject to petition the Crown for the redress of grievances, asserted by resolution of this House and conceded in 1628 by King Charles I, is considered by His Majesty's Government to be of continuing validity, and whether, having regard thereto and to the necessity for rigidly adhering to the Constitutional rule that taxation can only be effected after Parliamentary sanction, His Majesty's Government purposes to re-introduce the War Charges (Validity) Bill recently withdrawn?

The PRIME MINISTER: The answer to both parts of the question is in the affirmative. (26th March.)

COMMON JURORS (EXPENSES).

Captain TUDOR REES (Barnstaple) asked the Home Secretary whether he is aware of the loss in time and money occasioned to common jurors in the discharge of jury service; and whether he will consider the desirability of introducing legislation embodying the recommendation of the Mersey Departmental Committee as to the payment of common jurors' out-of-pocket expenses?

Mr. HENDERSON: I sympathise with the suggestion made, but I do not feel able at the present time to recommend legislation for placing this fresh charge on public funds.

PROCURATOR FISCAL SERVICE.

Sir C. BARRIE (Banff) asked the Secretary for Scotland if any progress has been made towards putting into operation the recommendations of the Blackburn Committee with regard to the duties, pay, and pensions of procurators fiscal?

Mr. ADAMSON: The scheme for the re-organisation of the Procurator Fiscal Service on the lines recommended by the Blackburn Committee is still under negotiation. Everything possible will be done to expedite a final decision.

Sir C. BARRIE asked the Secretary for Scotland to what purpose the sum of about £35,000 now collected annually by the Crown for increased Court fees and originally intended to supplement the pay and pensions of procurators fiscal, has been applied?

Mr. ADAMSON: The increased fees which have been put into operation were designed to remedy the situation under which considerable deficiencies had occurred in previous years owing to the payment of bonus and the fall in the value of money generally, as well as to cover any increase in the cost of the procurator fiscal and sheriff clerk services which might result from the recommendations of the Blackburn Report on these services. Pending a settlement of the re-organisation question there has been no application of increased fees for the last-mentioned purpose, but the schemes include provisions for the antedating of benefits to 1st April, 1922, the date when the new fees came into force. [See 67 SOL. J. 773.]

WEST HAM POLICE COURT (CONVICTION OF BOYS).

Mr. GROVES (West Ham, Stratford) asked the Home Secretary if he will investigate the whole of the circumstances attending the presence of Arthur Betts, aged sixteen, Morris Doeff, aged seventeen, Henry Latta, aged sixteen, William Jordan, aged sixteen, and Frederick Holmes, aged fourteen, at the ordinary public police court of West Ham on the morning of Tuesday, 25th March; whether he is aware that these lads were summoned for damaging a quantity of materials used in connection with road work, and that the lads were prosecuted through solicitors, they

themselves having no such defence, the result of which was that sentences of six weeks' imprisonment were imposed upon two lads, three weeks upon one lad, two weeks upon another, and the younger lad remanded in custody; and whether he will remit these sentences?

Mr. HENDERSON: I am making inquiry into the case.

MENTALLY DEFICIENT PRISONERS.

Major Sir ARCHIBALD SINCLAIR (Caithness and Sutherland) asked the Home Secretary whether his attention has been called to the statement in the Report of the Prison Commissioners for the year ending the 31st March, 1923, with regard to the presence in prison of a class of prisoners who, on account of mental retardation or mental instability, or both, are incapable of profiting by training and discipline, and to a statement by the Commissioners that there is a need for a special form of curative treatment under a specially trained staff in an environment other than that of a prison for these persons; and whether he proposes to take any steps to give effect to this recommendation?

Mr. HENDERSON: A scheme is now being prepared by the Commissioners to collect unstable mental cases, not certifiable under the Lunacy or Mental Deficiency Acts, and sentenced to imprisonment long enough to justify transfer, in certain selected centres and to place them under the tuition of a specially trained staff and close medical observation.

JUVENILE OFFENDERS.

Mr. PETHICK-LAWRENCE (Leicester, West) asked the Home Secretary whether his attention has been called to the fact that, during the year ending 31st March, 1923, 2,987 lads, of whom 53 per cent. had not previously been convicted, and 337 girls, of whom 46 per cent. had not previously been convicted, were received upon conviction into the ordinary prisons of the country excluding Borstal cases, and to the fact that of 1,663 of these lads who were sentenced for a month or less 40 per cent. were committed in default of payment of fines; and whether, in view of the Commissioners' statement that the experience of another year confirms the opinion expressed last year that persons under twenty-one, if they continue to be committed to prison, should be placed in separate establishments where there are no adults at all, he proposes to take steps to establish such separate institutions?

Mr. HENDERSON: I regret that there are no funds available at present for establishing separate prisons for offenders under twenty-one sentenced to imprisonment in every part of the country. In the meantime, they are separated from adult offenders so far as circumstances allow. (27th March.)

LUNACY LAWS.

Mr. RAWLINSON (Cambridge University) asked the Prime Minister whether his attention has been called to the fact that, in the process of certification of an alleged lunatic as ordinarily conducted, the magistrate only hears evidence against the sanity of the individual; and whether he will bring in legislation enabling the alleged lunatic to have the opportunity, if he desires it, of having his case placed before the magistrate by his legal adviser, who shall be entitled to test the adverse evidence by cross-examination and, if necessary, to call rebutting evidence?

The PRIME MINISTER: The points raised by the right hon. Member will no doubt be considered by any Commission that may be appointed to inquire into the lunacy laws, and I cannot give any undertaking to introduce legislation in anticipation of such an inquiry. (28th March.)

COUNTY COURTS BILL.

Mr. LUMLEY (Hull, East) asked the Prime Minister if he can hold out any hope that a County Court Reform Bill will be introduced, with prospects of becoming law, this Session; if he is aware of the hardships suffered owing to the continued delay of this Bill; and is he prepared to allow increases to be granted to County Court officials pending the passing of the Bill?

The PRIME MINISTER: I quite realise the urgency of this Bill, and the Government hope to obtain a Second Reading immediately after the House meets on its reassembly after the Easter Recess.

RATING AND VALUATION BILL.

Mr. C. EDWARDS (Bedwellty) asked the Minister of Health whether the draft Rating Bill is to be introduced and, if so, when; and if he will state the position of the Government in regard thereto?

Mr. WHEATLEY: Observations on the draft Rating and Valuation Bill have been submitted by the majority of the representative associations of local authorities and other interests concerned to which the draft Bill was circulated, and are under consideration in my Department. I am not at present able to indicate when it will be possible to introduce legislation on this subject.

GENERAL AVERAGE.

Mr. STRANGER (Newbury) asked the President of the Board of Trade whether he is aware that a French Committee are at present engaged in drafting a set of rules applicable to general average, and that there is a British Committee at present independently sitting to draft rules for a similar purpose; and whether, in view of the desirability that there should be the same general average rules applicable to, and applied by, all countries, he will take steps to obtain an international agreement on the matter?

Mr. WEBB: I understand that the question of general average is at present being considered by the interests concerned in this country and on the Continent, but I have no official information, and there is no question of any action being taken by the Government in the matter.

CHINESE TRADE-MARK LAW.

Major MOULTON (Salisbury) asked the President of the Board of Trade whether he can give any information as to the protection that will be afforded to the trade marks of British firms under the new Chinese trade-mark law and, in particular, as to how far the owners of marks actually now in use will be protected against registration of such marks by others?

Mr. WEBB: I am sending the hon. and gallant Member a copy of the law in question. Owners of trade marks registering their marks under the law will be entitled to the exclusive use of such marks in accordance with the provisions of the law. Rights of owners of trade marks now in use are safeguarded by Articles 3, 4 and 28 of the law.

LAND TRANSFER (COST).

Sir A. SINCLAIR (Caithness and Sutherland) asked the Secretary for Scotland whether he is aware that the cost of transfer of land in Scotland is, in some cases, more than the actual value of the property; and whether the Government proposes to introduce legislation to facilitate and cheapen the transfer of land in Scotland?

Mr. STEWART: The answer to the first part of the question is in the negative. With regard to the second, the improvement of the law of conveyancing in Scotland in the direction of simplification and reduction of cost has been under the consideration of a Committee whose recommendations are embodied in the Bill recently introduced by the hon. and learned Member for South Aberdeen (Mr. F. C. Thomson).

Mr. MACPHERSON: Will the Government give facilities for that Bill?

Mr. STEWART: I cannot say.

Sir A. SINCLAIR: Is the hon. Gentleman aware that his information must be wrong, because I have at least one case in which the selling price was £20 and the transfer fees £22.

CARRIAGE OF GOODS BY SEA BILL.

Mr. RAINE (Sunderland) asked the President of the Board of Trade whether, seeing that the clauses in the bill of lading of the North Atlantic lines provided that, if in the opinion of the master of the ship or the owners it is impossible or unsafe to deliver the cargo at the port of destination, it may be delivered at the next convenient and safe port at the risk and expense of the owner of the goods, and which are similar in terms to the clause proposed for its bills of lading by the United States Shipping Board, are in conflict with The Hague rules, he will say what steps he proposes to take to have the clauses withdrawn from the bills of lading to which The Hague rules apply; and whether the Government is prepared until these clauses are withdrawn from the bills of lading referred to, to delay proceeding with the Carriage of Goods by Sea Bill?

Mr. ALEXANDER: I do not think I can add anything material to the answer given to the hon. Member's two questions on this subject on 24th March. The Board of Trade cannot, for obvious reasons, express any opinion of the merits of this particular clause, and they have no power to intervene. To delay the Carriage of Goods by Sea Bill, the early passage of which is desired by the shipping, cargo, banking and insurance interests, would not in any way benefit those who object to the clause.

COURTS-MARTIAL (CONVICTIONS).

Lieut.-Colonel MEYLER (Blackpool) asked the Secretary of State for War how many soldiers have been executed in accordance with sentences of courts-martial under the Army Acts since 4th August, 1914, and for what offences were these convicted?

Mr. WALSH: Including officers, the number is 350. The offences in question were mutiny 5, cowardice 18, desertion 266, murder 40, striking or violence 5, disobedience 5, sleeping on post 2, quitting post 7, and casting away arms 2. (1st April.)

Bills Presented.

Protection of Animals Bill—"to extend the operation of the Protection of Animals Act, 1911, in respect of animals kept in captivity or confinement and released for the purpose of being hunted or coursed": Mr. Foot, on leave given. [Bill 72.] (12th March.)

Prevention of Evictions Bill—"to prevent unreasonable eviction of tenants": Mr. E. D. Simon, on leave given. [Bill 87.]

Safeguarding of Industries Act (1921) Amendment—"to amend the Safeguarding of Industries Act, 1921, in respect of goods imported into this country manufactured under conditions contrary to the Washington Labour Conference proposals": Mr. Remer. Leave refused by 241 to 122. (26th March.)

Ministry of Health Provisional Orders (No. 3) Bill—"to confirm certain Provisional Orders of the Minister of Health relating to Cambridge, Darwen, Hyde, Middlesex Districts Joint Small-pox Hospital District, Portsmouth, and Stoke-on-Trent": Mr. Wheatley. [Bill 88.]

Representation of the People (Local Elections) Bill—"to make provision for voting by absent voters at local government elections": Mr. Middleton. [Bill 89.] (27th March.)

School Teachers (Superannuation) Bill—"to extend the period during which contributions under the School Teachers (Superannuation) Act, 1922, are to be payable": Mr. Trevelyan. [Bill 90.]

Rent and Mortgage Interest Restrictions Bill—"to amend the provisions of the Rent and Mortgage Interest Restrictions Acts, 1920 and 1923, so far as they relate to restriction on the right of possession": Mr. Wheatley. [Bill 91.] (31st March.)

Leasehold Enfranchisement Bill—"to enable leaseholders of houses or premises, whose original leases were granted for a period or term of not less than thirty years to compulsorily acquire the freehold estate and such other outstanding interests affecting the property by agreement or, failing agreement, by arbitration under The Arbitration Act, 1889, or any statutory modification thereof": Mr. Haydn Jones. [Bill 93.] (1st April.)

Bills under Consideration.

26th March. Consolidated Fund (No. 2) Bill. Motion for Second Reading: discussions on Industrial Disputes; Housing; Agriculture. Bill read a Second time, and committed to a Committee of the whole House.

27th March. Consolidated Fund (No. 2) Bill. Considered in Committee and reported without amendment. Motion for Third Reading: discussions on Reparations and Security; Ex-Service Men; Tramways and Omnibus Strike. Bill read the Third time and passed.

28th March. London Traffic Bill. Motion for Second Reading (Mr. Gosling, Minister of Transport). Read a Second time by 211 to 112 and committed to a Standing Committee.

31st March. National Health Insurance (Cost of Medical Benefit) Bill. Motion for Second Reading (Mr. Wheatley, Minister of Health). Bill read a Second time and committed to a Standing Committee.

Army and Air Force (Annual) Bill. Read a Second time and committed to a Committee of the whole House.

1st April. Treaty of Peace (Turkey) Bill. Motion for Second Reading (Mr. Ponsonby, Under-Secretary of State for Foreign Affairs). Motion for rejection (Lt.-Col. Sir Edward Grigg). Debate adjourned.

New Orders, &c.

MASTER AND SERVANT.

WORKMEN'S COMPENSATION ACTS, 1906 TO 1923.

THE WORKMEN'S COMPENSATION (No. 1) RULES, 1924, DATED FEBRUARY 19, 1924.

1. In these Rules—

"the existing Rules" means the Consolidated Workmen's Compensation Rules, July, 1913, as amended(*a*);

"the 1923 Act" means the Workmen's Compensation Act, 1923(*b*); and "the 1923 Rules" means the Workmen's Compensation Rules, 1923(*c*).

2. At the end of paragraph (4) of Rule 44 of the existing Rules, there shall be added the following words:—

"In the case of an agreement for the payment of a lump sum, the approved society or committee referred to in sub-section (4) of section 12 of the 1923 Act shall be deemed to be a party interested for the purposes of this Rule and of Rules 45 to 51 inclusive."

3. Rule 45 of the existing Rules shall be annulled, and the following Rule shall be substituted therefor:—

"45. *Notice to parties interested of memorandum having been received, Form* 38.]—On the receipt of the memorandum and copies the registrar shall send one of the copies to every party interested, together (in the case of a party other than the approved society or committee) with a notice according to the form in the Appendix, requesting such party to inform him within ten days from the date of the notice whether the memorandum is genuine, or whether he disputes its genuineness, and, if so, on what grounds, and together (in the case of such society or committee, if a party interested) with a notice according to the form in the Appendix [Form 38A] requesting to be informed whether the registration of the memorandum is objected to, and if so, on what grounds."

4. In Rule 46 of the existing Rules, "ten days" shall be substituted for "seven days."

5. Rule 47 of the existing Rules and Rule 7 of the 1923 Rules shall be annulled and the following Rules shall be substituted for the said Rule 47:—

"47. (*a*) *Where genuineness of memorandum disputed.*]—If any party interested (other than the society or committee) disputes the genuineness of the memorandum (for example, by alleging in the case of a memorandum of an agreement that no such agreement has in fact been entered into, or that the terms of the agreement are not correctly stated in the memorandum, or that the agreement is no longer subsisting or enforceable, or that it is not enforceable by reason of its having been entered into under a mutual mistake, or obtained by fraud or undue influence or other improper means); or

"(*b*) *Or objection made by society under* 1923 *Act.*]—if the society or committee objects under sub-section (4) of section 12 of the 1923 Act to the registration of the agreement; or

"(*c*) *Or objection made by employer under Sch. II* (9) (*b*) *of the Act.*]—if, where a workman seeks to record a memorandum of agreement between his employer and himself, the employer alleges that the workman has in fact returned to work and is earning the same wages as he did before the accident, and objects to the recording of the memorandum:

"the party so disputing or objecting shall within ten days from the date of the notice mentioned in Rule 45 file with the registrar a notice according to the form in the Appendix [Form 39] stating the grounds on which he disputes the genuineness of the memorandum or on which the society or committee or the employer objects to its being recorded, and shall with such notice file a copy thereof for each of the other parties interested."

6. In Rule 49A of the existing Rules, the words commencing "any party interested" and ending "sum or amount payable or" shall be omitted, and the following words shall be substituted therefor:

"no notice is filed pursuant to Rule 47 by any party interested disputing the genuineness of the memorandum, but a notice objecting to the memorandum being recorded is filed pursuant to that Rule by a party interested (other than the employer) on the ground of the inadequacy of the sum or amount payable or on some other ground, or any party interested."

7. At the end of paragraph (1) of Rule 51 of the existing Rules there shall be added the words "and his membership number."

8. In paragraph (2) of Rule 51 of the existing Rules—

(*a*) after the words "lump sum agreement exercise," there shall be inserted the words ", by notice according to the form in the Appendix [Form 41B]"; and

(*b*) after the words "section 12 of the 1923 Act," there shall be inserted the following words:—

"subject to giving the society or committee, by notice according to the form in the Appendix [Form 41C], an opportunity of appearing before him pursuant to sub-section (4) of that section in the case of the attendance of any of the parties to the agreement having been required by him;".

9. In the Appendix to the existing Rules—

(*a*) the heading to Form 37 shall be annulled and the following heading shall be substituted therefor:—

Rules 43 (3), 51.—"*Information to be supplied where a Memorandum of Agreement as to any matter referred to in paragraph* (1) *of Rule* 51 *is presented for registration.*"

(*b*) in paragraph (*f*) of Form 37, before the words "are as follows", there shall be inserted the words "and his membership number".

10. In Form 38 in the Appendix to the existing Rules, "ten days" shall be substituted for "seven days."

(*a*) S.R. & O., 1913, No. 661, as amended by 1913, No. 1400; 1914, No. 1120; 1915, No. 1133; 1917, No. 497; 1918, No. 246; 1920, No. 394; 1921, No. 1745; and 1923, No. 1522.
(*b*) 13-14 G. 5. c. 42. (*c*) S.R. & O., 1923, No. 1522.

11. In the Appendix to the existing Rules, after Form 38 there shall be inserted the following new form :—

"FORM 38A.

Rule 45.—"*Notice to Approved Society or Committee of Memorandum having been received.*

"In the County Court of holden at

"[*Heading as in Memorandum.*]

"Take notice that a memorandum, copy of which is hereto annexed, has been sent to me for registration.

"Such memorandum may affect you as the Approved Society or Committee by which sickness or disablement benefit under the National Insurance Act, 1911, and the Acts amending that Act, payable to the workman is administered.

"I have therefore to request you to inform me within ten days from this date whether you object to its registration, and if so, on what grounds.

"The workman's membership number is .

"Dated this day of

"Registrar.

"*To (the approved society or committee interested.)*"

12. Paragraph (a) of Rule 15 of the 1923 Rules shall be annulled, and in the Appendix to the existing Rules there shall be inserted after Form 39 and also after Form 40 the following words :—

"NOTE.—Where an approved society or committee objects under section 12 (4) of the 1923 Act to the registration of an agreement, this form may be used with the necessary modifications."

13. In the Appendix to the existing Rules, after Form 41A, there shall be inserted the following new forms, which shall be numbered 41B and 41C respectively :—

"FORM 41B.

"Rule 51 (2).—"*Notice requiring information or attendance under section 12 (1) of the Workmen's Compensation Act, 1923.*

"In the County Court of holden at

"[*Heading as in Memorandum.*]

"With reference to the memorandum of agreement in the above-mentioned matter which has been sent to me for registration,

"Take notice that I require you to furnish me in writing [*or* orally] within days from this date, with the following information :

"[*Here state information required.*]

"[*or* Take notice that I require your attendance before me at on the day of at the hour of o'clock in the noon.]

"If you fail to comply with the above requirement, I may refuse to record the memorandum and refer the matter to the Judge, who will in that event have power to make such order as he may think just.

"Dated this day of

"Registrar.

"*To (a party to the agreement.)*"

"FORM 41C.

"Rule 51 (2).—"*Notice to Approved Society or Committee of Attendance of Party to Agreement under section 12 (1) of the Workmen's Compensation Act, 1923.*

"In the County Court of holden at

"[*Heading as in Memorandum.*]

"With reference to the memorandum of agreement in the above-mentioned matter which has been sent to me for registration,

"Take notice that I have required the attendance of [one of] the above-named parties to the agreement before me at on the day of at the hour of o'clock in the noon.

"If you wish to appear before me on that occasion, you are entitled to do so in accordance with section 12 (4) of the Workmen's Compensation Act, 1923.

"Dated this day of

"Registrar.

"*To (the approved society or committee interested.)*"

14. These Rules may be cited as the Workmen's Compensation Rules (No. 1) 1924, and the existing Rules shall have effect as further amended by these Rules.

We hereby submit these Rules to the Lord Chancellor.

Edward Bray.
T. C. Granger.
W. M. Cann.
J. W. McCarthy.
J. J. Parfitt.
Arthur L. Lowe.
A. H. Coley.

I allow these Rules which shall come into force on the 1st day of March, 1924.

Dated the 19th day of February, 1924.

Haldane, C.

Societies.

Sheffield District Incorporated Law Society.

(*Continued from p. 506.*)

Subsequently, at a meeting of the Associated Provincial Law Societies the following alterations (supported by your representative) were passed as desirable, and recommended for inclusion in The Law Society's scheme :—

Existing *Ad valorem* Scales under Solicitors' Remuneration Act, 1881.	Suggested Alterations and Additions Recommended by the A.P.L.S.
SCHEDULE I, PART 1. (*Conveyances.*)	
NEGOTIATION FEE—	
(A) Sales and Purchases, Vendor's or Purchaser's Solicitor.	
1 per cent. up to £3,000.	1½ per cent. up to £5,000.
½ per cent. thereafter up to £10,000	1 per cent. thereafter without limit of [illegible]
¼ per cent. thereafter up to £100,000	
(B) MORTGAGES—	
Mortgagee's Solicitor	Mortgagee's Solicitor 1 per cent. throughout without limit of amount.
1 per cent. up to £3,000	Mortgagor's Solicitor ½ per cent. throughout without limit of amount.
½ per cent. thereafter up to £10,000	
¼ per cent. thereafter up to £100,000	
DEDUCING AND INVESTIGATING—	
Vendor's or Mortgagor's Solicitor for deducing and Purchaser's or Mortgagee's Solicitor for investigating title, etc.	
1½ per cent. up to £1,000	1½ per cent. up to £1,000.
1 per cent. thereafter up to £3,000	1 per cent. above £1,000 and up to £3,000
½ per cent. thereafter up to £10,000	½ per cent. above £3,000 without limit [illegible]
¼ per cent. thereafter up to £100,000	
SCHEDULE I, PART 2. (*Leases.*) [FIRST SCALE.]	
Scale of charges as to Leases or Agreements for Leases at rack rent (other than a Mining Lease, or a Lease for Building purposes, or Agreement for the same).	
Lessor's solicitor for preparing, settling, and completing Lease and Counterpart—	
Where the rent does not exceed £100 — £7 10s. per cent. on the rental, but not less in any case than £5.	10 per cent. on the rental up to £100, but not less in any case than £5.
Where the rent exceeds £100 and does not exceed £500 — £7 10s. in respect of the first £100 of rent and £2 10s. in respect of each subsequent £100 of rent.	5 per cent. thereafter up to £500.
Where the rent exceeds £500 — £7 10s. in respect of the first £100 of rent, £2 10s. in respect of each £100 of rent up to £500 and £1 in respect of every subsequent £100.	1 per cent. thereafter.
Lessee's solicitor for perusing draft and completing — One-half of the amount payable to the lessor's solicitor.	Two-thirds of the amount payable to the lessor's solicitor.
SCHEDULE I, PART 2. [SECOND SCALE.]	No alteration suggested except that the purchaser's or lessee's solicitor should be entitled to charge, for perusing draft and completing, *two-thirds* (instead of one half) of the amount payable to the vendor's or lessor's solicitor.
SCHEDULE II.	
As altered by the addition of 33⅓ per cent. to every allowance or charge under the Solicitors' Remuneration Act General Order 1919.	That no further addition be made.
In extraordinary cases the Taxing Master may increase or diminish the charges if for any special reasons he shall think fit.	That the words "or diminish" be omitted.
	ADDITIONAL MATTERS.
	That the following matters which are now remunerated under Schedule II, be in future remunerated by a new *ad valorem* scale of ¼ per cent. without limit of amount, with a fixed minimum of £5 :—
	Any Conveyance, Assignment, Transfer or Surrender relating to land (excluding exchanges and partitions, reconveyances of mortgages, conveyances, assignments, and transfers on the occasion of any settlement and/or on the appointment of new trustees) not included in Part I of Schedule I of the existing Order.
	(cf. Various opinions in the Society's Scale Digest.)

It is anticipated that in the near future an attempt will be made to get the above alterations (or some of them) sanctioned.

Estate Agents' Contracts for the sale of Real and Leasehold Property.—The attention of the Committee was drawn during

the year to the practice adopted by certain firms of estate agents in the district of using a typewritten multigraph form of Contract of Sale bearing no mark of authorship and containing a common form clause as to commencement of the vendor's title. The danger of making use of such a clause indiscriminately without professional advice is obvious, and the Committee, therefore, approached the Sheffield and District Society of Estate Agents with a view to agreeing upon a common *modus operandi* where estate agents should be called upon to prepare records of sales before legal assistance became available. The question was fully discussed at a meeting of the Conveyancing Sub-Committee, and a special Sub-Committee of the Estate Agents' Society, and it was unanimously agreed that the practice referred to was undesirable, and was not, in fact, that of the leading firms of estate agents. It was also agreed that no form of contract could be designed for use in all cases, and that a proper course for an estate agent to adopt would be to give a simple receipt for a deposit "subject to a formal contract." The following form was ultimately agreed upon, and is now understood to be adopted by estate agents as an official form recommended for the use of the members of their Society:—

"RECEIVED from A. Purchaser, Esq., the sum of Seventy Pounds as a deposit and on account of the agreed purchase price of £700 for the leasehold property situate 49 Estate Road Sheffield which is sold subject to conditions to be set out in a formal written contract.

"A. BROKER,
(2d. Stamp.) "Agent for T. H. E. Seller."

The Barristers' Benevolent Association.

The Annual General Meeting will be held in the Inner Temple Hall on Wednesday, 9th April, 1924, at 4.30 p.m. The Attorney-General will preside. All members of the Inns of Court are invited to attend.

Rent and Mortgage Interest Restrictions.

The following is the Amending Bill which has been introduced by the Minister of Health:—

A Bill to amend the provisions of the Rent and Mortgage Interest Restrictions Acts, 1920 and 1923, so far as they relate to restriction on the right to possession.

Be it enacted, &c.:—

1. *Restriction on right of possession on the ground of non-payment of rent.*]—Notwithstanding anything in the section which by section four of the Rent and Mortgage Interest Restrictions Act, 1923, is substituted for section five of the principal Act (which substituted section is in this Act referred to as section five of the principal Act), a court shall not make or grant an order or judgment for the recovery of possession of a dwelling-house to which the principal Act applies, or for the ejectment of the tenant therefrom on the ground of non-payment of rent in any case where it appears to the court that the non-payment is due to the inability of the tenant to obtain employment, unless the court is satisfied that greater hardship would be caused by refusing to grant such order or judgment than by granting it.

2. *Amendment of* 13 & 14 *Geo. V, c.* 32, *s.* 4, *as respects alternative accommodation.*]—The following paragraph shall be substituted for paragraphs (iv) and (v) of subsection (1) of section five of the principal Act:—

"(iv) Where the dwelling-house is reasonably required by the landlord for occupation as a residence for himself, and the court is satisfied that greater hardship would be caused by refusing to grant an order or judgment for possession than by granting it."

3. *Application of Act to pending proceedings.*]—(1) Where any order or judgment has been made or given before the passing of this Act, and in the opinion of the court the order or judgment would not have been made or given if this Act had been in force at the time when such order or judgment was made or given, the court on application by the tenant shall, unless the order or judgment was executed before the thirty-first day of March, nineteen hundred and twenty-four, rescind the order or judgment and in lieu thereof make such order or give such judgment as the court shall think fit for the purpose of giving effect to this Act.

(2) Where the court has so rescinded any order or judgment, the court shall, if the order or judgment was executed on or after the thirty-first day of March, nineteen hundred and twenty-four, and notwithstanding that the landlord or any person claiming under him is in possession, make such further order or give such further judgment as may be necessary to enable the tenant to resume possession of the dwelling-house upon such terms as appear to the court to be equitable.

(3) Where a landlord has, on or after the thirty-first day of March, nineteen hundred and twenty-four, taken possession of a dwelling-house under a judgment or order so rescinded as aforesaid, such possession shall not in any case exclude the dwelling-house from the operation of the principal Act.

4. *Short title, construction and citation.*]—This Act may be cited as the Rent and Mortgage Interest Restrictions Act, 1924, and shall be construed as one with the Rent and Mortgage Interest Restrictions Act, 1923, and the Rent and Mortgage Interest Restrictions Acts, 1920 and 1923, and this Act may be cited together as the Rent and Mortgage Interest Restrictions Acts, 1920 to 1924.

Obituary.

Mr. R. A. Edgar.

Mr. Robert Ashburn Edgar died on 28th March, at his seaside home, Cefn-y-Mynach, Llandrillo-y-Rhos, at the age of seventy-five years. He was the head of the firm of Messrs. Boote, Edgar and Rylands, solicitors, of Manchester. He became a partner in that firm with the late Mr. David Boote in 1870, and for the next half-century he was one of the leading personalities in legal and political circles in the City.

With the late Mr. J. W. Addleshaw, whose death took place but a few weeks ago, he was, says the *Manchester Evening News*, a typical representative of the old-time solicitor, able and courteous in all phases of life. He was an ex-President of the Manchester Law Society.

It was in March, 1907, that Mr. Edgar retired from the chairmanship of the Stretford Division Conservative Association, which he had held since May, 1885, the year in which the Stretford Division was formed out of the old South-East Lancashire constituency. His resignation was generally understood to be consequent upon the defeat of Sir Charles A. Cripps (now Lord Parmoor) at the general election of the previous year, which he took very much to heart. Sir Charles had represented the division in Parliament as a Conservative from 1901, when he was elected in succession to the late Sir John William Maclure. Mr. Edgar's political connection with the county, however, extended much further back than 1885, as he was officially connected with the South-East Lancashire organisation. His retirement was a great loss to the Conservative cause in the division, though he consented to accept the office of deputy-president of the Divisional Conservative Association.

Mr. Edgar's wide experience and intimate knowledge of election and registration law was perhaps unrivalled in Manchester. He was solicitor for the Conservative side in many celebrated election petitions, notably Lancaster and East Manchester, on both of which the allegations of the other side were disproved. Mr. Edgar took an active interest in the local affairs of Heaton Moor, where he had been resident for many years. He leaves a widow and four daughters—his only son, Captain R. G. Edgar, having been killed at Gallipoli in June, 1915.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 24th April.

	Middle Price. 2nd April.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	56½	4 8 0
War Loan 5% 1929-47	102½	4 17 6
War Loan 4½% 1925-45	98¼	4 11 6
War Loan 4% (Tax free) 1929-42	101	3 19 0
War Loan 3½% 1st March 1928	96½	3 13 0
Funding 4% Loan 1960-90	88¼	4 11 0
Victory 4% Bonds (available at par for Estate Duty)	92¾	4 6 0
Conversion 3½% Loan 1961 or after	77¾	4 10 6
Local Loans 3% 1912 or after	66¼	4 11 0
India 5½% 15th January 1932	101	5 9 0
India 4½% 1950-55	87½	5 3 0
India 3½%	65	5 7 6
India 3%	56	5 7 6
Colonial Securities.		
British E. Africa 6% 1946-56	110½	5 8 6
Jamaica 4½% 1941-71	92xd.	4 17 6
New South Wales 5% 1932-42	99½	5 1 0
New South Wales 4½% 1935-45	91½	4 18 6
Queensland 4½% 1920-25	99½	4 11 0
S. Australia 3½% 1926-36	83½	4 4 0
Victoria 5% 1932-42	100xd.	5 0 0
New Zealand 4% 1929	95½xd.	4 4 0
Canada 3% 1938	83	3 12 6
Cape of Good Hope 3½% 1929-49	81	4 6 6
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53¾	4 13 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64¼	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	64	4 13 6
Bristol 3½% 1925-65	76	4 12 0
Cardiff 3½% 1935	86	4 1 6
Glasgow 2½% 1925-40	75½	3 7 0
Liverpool 3½% on or after 1942 at option of Corpn.	74½	4 14 0
Manchester 3% on or after 1941	64	4 13 6
Newcastle 3½% irredeemable	74	4 15 0
Nottingham 3% irredeemable	63xd.	4 15 0
Plymouth 3% 1920-60	69xd.	4 7 0
Middlesex C.C. 3½% 1927-47	81	4 6 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	84¼	4 15 0
Gt. Western Rly. 5% Rent Charge	102	4 18 0
Gt. Western Rly. 5% Preference	100½	4 19 6
L. North Eastern Rly. 4% Debenture	82½	4 17 0
L. North Eastern Rly. 4% Guaranteed	81½	4 18 0
L. North Eastern Rly. 4% 1st Preference	79½	5 1 0
L. Mid. & Scot. Rly. 4% Debenture	83½	4 16 0
L. Mid. & Scot. Rly. 4% Guaranteed	81½	4 18 0
L. Mid. & Scot. Rly. 4% Preference	79½	5 1 0
Southern Railway 4% Debenture	82¼	4 17 6
Southern Railway 5% Guaranteed	100	5 0 0
Southern Railway 5% Preference	99	5 1 0

At the Central Criminal Court on the 28th ult., before the Common Serjeant (Sir Henry F. Dickens, K.C.), Isaac Sidenburg, thirty-five, costumier, on bail, pleaded guilty to an indictment charging him with having within two years before the presentation of a bankruptcy petition against him materially increased his insolvency by gambling. The Common Serjeant, remarking that it was a technical offence, bound the defendant over in his own recognizances in £5 to come up for judgment if called upon, and he was discharged. Mr. H. D. Roome prosecuted and Mr. Roland Oliver defended.

Legal News.

Appointments.

The Honourable Geoffrey Lawrence, D.S.O., Barrister-at-Law, has been appointed to be Recorder of the City of Oxford.

Mr. Alexander Eddy, the Assistant Solicitor of the old London & North Western Railway Company, has been appointed Assistant Solicitor to the London, Midland & Scottish Railway Company. Mr. Eddy is the youngest son of the late Mr. E. M. G. Eddy, who was the Chief Commissioner for New South Wales. He entered the Solicitor's office of the London & North Western Railway Company in 1898, when he was articled to Mr. Charles Henry Mason, the then Solicitor of the Company. On passing his final law examination in 1904, he was taken on the staff of the Solicitor's office, and has successively served under Mr. C. D. J. Andrews, Mr. M. C. Tait and Mr. Thornhill, the present Solicitor of the London, Midland & Scottish Railway Company. Mr. Eddy will be forty-two years of age in August of this year. It is of interest to note that Mr. Eddy is a brother of Mr. J. M. Eddy, the General Manager of the Buenos Ayres Great Southern Railway Company, who also served his apprenticeship with the old London & North Western Railway Company.

Business Announcement.

Messrs. Freshfields, Leese & Munns, 31, Old Jewry, E.C., announce that Mr. D. Duncan Smith, who has been associated with them for some time past, has been admitted a partner in the firm.

Business Change.

Goldbergs, late Goldberg & Barrett. Leopold Goldberg, Cecil George Adler, 2 and 3, West Street, Finsbury Circus, E.C.2. The retirement of the said Leopold Goldberg as from this day. Cecil George Adler will continue the practice at the above address under the style of Goldberg, late Goldberg and Barrett.

General.

Mr. William Spatchett, of Manor Croft, Ratcliffe-road, Leicester, solicitor and notary (net personalty £11,380), left estate of £17,070.

The Chancellor of the Exchequer, Mr. Snowden, proposes to introduce the Budget on 29th April, the first day after the Easter Recess.

Mr. Herbert George Savill, of Hainault, Downs-road, Epsom, Surrey, for thirty-six years Chief Clerk at the Guildhall Justices' Room, and formerly at the Mansion House, left estate of gross value £7,700.

At the Mansion House on the 28th ult., Edwin O'Toole, thirty-three, turf and football accountant, was fined £100 and ordered to pay £3 3s. costs for keeping an office on the fourth floor at 151, Fleet-street, for the purpose of receiving cash bets on football competitions. Gertrude O'Toole, his wife, was fined £10 for assisting in the management. Detective Inspector Burgess, of the City Police, said the business had been going on since August last. About 700 bets per week were made. The remittances averaged £100 per week. The police were satisfied that the business, though illegal, had been honestly conducted and that no one had been defrauded. The male defendant said he thought he was acting quite legally.

Sir Henry Kimber, 1st Bt., of Lansdown Lodge, Wandsworth, S.W., solicitor, late of Lombard-street, E.C., lately chairman of the Calcutta Tramways Company, Limited, the South Indian Railway Company, Limited, and other companies, for twenty-eight years Conservative M.P. for Wandsworth, who died on 18th December last, aged eighty-nine, left unsettled property in his own disposition of the gross value of £394,567, with net personalty £314,215. He left £500 to the Royal Hospital for Incurables, West Hill; £200 to the Bolingbroke Hospital, Wandsworth; £200 to the Weir Hospital, Balham; and £100 to the Chester Hospital, Putney. He directed that his secretary, Charles A. Worsfold, should continue to manage his Westminster property and receive £300 per annum therefor, and when no longer doing so he is to receive a life annuity of £150 in addition to the bequest to him of £105 and 1 per cent. of the net residue of his property in respect of his acting as executor and trustee.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday April 7	Mr. Hicks Beach	Mr. Ritchie	Mr. Jolly	Mr. More
Tuesday 8	Bloxam	Synge	More	Jolly
Wednesday.... 9	More	Hicks Beach	Jolly	More
Thursday 10	Jolly	Bloxam	More	Jolly
Friday..... 11	Ritchie	More	Jolly	More
Saturday..... 12	Synge	Jolly	More	Jolly

Date.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday April 7	Mr. Hicks Beach	Mr. Bloxam	Mr. Synge	Mr. Ritchie
Tuesday 8	Bloxam	Hicks Beach	Ritchie	Synge
Wednesday.... 9	Hicks Beach	Bloxam	Synge	Ritchie
Thursday 10	Bloxam	Hicks Beach	Ritchie	Synge
Friday..... 11	Hicks Beach	Bloxam	Synge	Ritchie
Saturday..... 12	Bloxam	Hicks Beach	Ritchie	Synge

Crown Office, House of Lords,
28th March, 1924.

Days and places fixed for holding the Spring Assizes:—

NORTHERN CIRCUIT.

Mr. Justice LUSH.
Mr. Justice TALBOT.

Monday, April 28th, at Liverpool.
Monday, May 12th, at Manchester.

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette, FRIDAY, March 28.

THE PARKER BAKERIES LTD. April 25. A. E. Quaife, 155, Fenchurch-st.
ROTHERY & HUDSON LTD. April 30. J. R. Watson, 1, Cheapside, Bradford.
H. TOBIAS WILLIAMS & CO. LTD. May 9. Arthur T. Buckingham, 10, Coleman-st.
THE BURY HOUSE BUILDING CO. LTD. April 8. E. O. Mosley, 16, Bolton-st., Bury.
THE ELECTRIC HOME CLEANING SERVICE CO. LTD. May 12. L. R. Stevens, 5, Guildhall-chambers, E.C.2.
COOKE BROS. & ROBERTS LTD. April 30. J. W. Williams, 5, St. Andrew's-crescent, Cardiff.

London Gazette.—TUESDAY, April 1.

NEEDHAM'S LTD. April 26. Henry D. Woolger, 165-167, Moorgate, E.C.2.
THE PREMIER SCREW CO. LTD. April 30. Percy Cozens, 36, Cannon-st., Birmingham.
WOODMAN & BERDELL LTD. April 30. A. Clarke Vincent, 13, Queen-st., E.C.
T. S. CHEETHAM & CO. LTD. April 29. Alfred C. W. Rogers, Commercial Union Buildings, Cheapside, Nottingham.
RADFORD FREEHOLDS CO. LTD. May 19. Graham Wallas, and Richard A. Pinsent, 6, Bennett's-hill, Birmingham.
OLYMPIC FIRE AND GENERAL REINSURANCE CO. LTD. May 13. Stanley Hutchinson, Finsbury Pavement House, E.C.
NEWBOLD FRIENDLY SOCIETY. May 3. James Blomley, Abraham Holroyd, and Wilfred Kershaw, Newbold Buildings, Oldham-rd., Rochdale.
THAR'S MANURE CO. LTD. April 21. Wilfrid Smailes, Austin House, Chapel-st., Hull.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, March 28.

North staffordshire General Traders' (Wholesale) Co. Ltd.
Pembroke Dock Engineering and Dry Docks Co. Ltd.
N. Kenyon & Co. Ltd.
Farndons Power & General Electrical Co. Ltd.
The Great Northern Transport Co. Ltd.
The South Eastern Steel and Products Ltd.
The West Durham Wallsend Coal Co. Ltd.
Somerset Boot Manufacturing Co. Ltd.
The Reversionary Estates Co. Ltd.
Suthers Wilson & Randall Ltd.
Humber Steam Shipping Co. Ltd.
Motes Ltd.
Douglas Campbell Ltd.
Aucklands Wireless Ltd.
Carson & Co. (London) Ltd.
H. Tobias Williams & Co. Ltd.
S. Wilsons Ltd.
L. F. Binns & Co. Ltd.
The Finsbury Park Motor Works Ltd.
Middleburg Steam Coal and Coke Co. Ltd.
Smith-Petersen & Co. Ltd.
Olympic Fire & General Reinsurance Co. Ltd.
London Typewriter Supply Co. Ltd.
The New Rottingdean Electricity Co. Ltd.
"Town Sites" Ltd.
Bury House Building Co. Ltd.
Crofts Motor Carriage Works Ltd.
Dover College.
The Financial Industrial and Commercial Corporation Ltd.
Algeria Consolidated Oil Estates Ltd.
The Ridge Field Brick Co. Ltd.
Limoro Tin (Nigeria) Ltd.
The Walton Assets Co. Ltd.
Burgess, Ellis & Co. Ltd.
C. W. Smallbone & Sons Ltd.
E. Bramwell & Son Ltd.
Worthing Toy Factory Ltd.

London Gazette.—TUESDAY, April 1.

The Beds., Hunts. & District Allotment & Smallholders' Federation Ltd.
Bradford & District Mutual Benefit Society Ltd.
More and Savage Ltd.
English Beet Sugar Corporation.
General Leaseholds Ltd.
Wilkins & Denton Ltd.
Radford Freeholds Co. Ltd.
Manchester Freeholds Ltd.
J. Hodson & Son Ltd.
The Hereford Coffee Tavern Co. Ltd.
The Trans-African Railway Syndicate Ltd.
Cooke, Troughton & Simms Ltd.
Bon Marche (Widnes) Ltd.
Ye Willow Cafe Ltd.
Alfred G. Winters Ltd.
Thomas Prickett & Son Ltd.
The Derby Aluminium Castings Co. Ltd.
British Legion (Warwick) Club Ltd.
The John Rodenhurst Ltd.
Hall Fold Dyeing & Raising Co. Ltd.
The National Cardboard Box Manufacturing Co. Ltd.
Clanway Colliery Co. Ltd.
George Lister & Co. Ltd.
Darlington Theatres Ltd.
Norman Robinson & Co. Ltd.
Hollands Ltd.
Tatham & Son Ltd.
G. B. Dunlop & Co. Ltd.
Springfield Electric Motors Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, March 28.

ADAMS, ALBERT, Milford Haven, Clerk. Haverfordwest. Pet. March 25. Ord. March 25.
ALLEN, FREDERICK T., St. Helens. Liverpool. Pet. Feb. 19. Ord. March 24.
ANDERSON, REX, Green-st. High Court. Pet. Jan. 21. Ord. March 25.
BARKHAM, VERNON A., Clapham, Coal Merchant. Wandsworth. Pet. March 24. Ord. March 24.
BARNETT, JOSEPH, Maida Vale, Commission Agent. High Court. Pet. Feb. 22. Ord. March 25.
BURRIDGE, STEPHEN, Sheffield, Steel Merchant. Sheffield. Pet. March 5. Ord. March 24.
BEARY, MICHAEL, Pall Mall, Jockey. High Court. Pet. Feb. 22. Ord. March 25.
CAMPBELL, JOHN, Middlesbrough, Potted Meat Manufacturer. Middlesbrough. Pet. March 24. Ord. March 24.
CASSWELL, THOMAS W., Wiggenhall Saint Peter, Norfolk, Farmer. King's Lynn. Pet March 25. Ord. March 25.
CLARKE, JOHN A., Cleethorpes, Wholesale Confectioner. Great Grimsby. Pet. March 25. Ord. March 25.
COLLINS, ARTHUR J., Scarrington, Notts, Farmer. Nottingham. Pet. March 25. Ord. March 25.
DALE, HENRY, Rugby, Traveller. Coventry. Pet. March 24. Ord. March 24.
DAVIDSON, FRANCIS D., South Hayling Island, Hants. Portsmouth. Pet. March 25. Ord. March 25.
DAVIES, ALBERT E., and HAMMER, TRYGGVE, Cardiff, Shipstore Merchants. Cardiff. Pet. March 24. Ord. March 24.
EASTWOOD, RALPH, Nelson, Cloth Agent. Burnley. Pet. March 26. Ord. March 26.
EDWARDS & CO., West Ealing, Builders. Brentford. Pet. Feb. 15. Ord. March 24.
EVELEIGH, ROBERT G., Latton, Essex. Edmonton. Pet. Feb. 26. Ord. March 24.
FELTHAM, HERBERT E., Bristol, Wheelwright. Bristol. Pet. March 22. Ord. March 22.
FIRMINGER, JOSEPH, Bury-st., Produce Agent. High Court. Pet. March 4. Ord. March 25.
FRANKS, WILLIAM T., Gedney, Lincoln, Bulb and Fruit Grower. King's Lynn. Pet. March 25. Ord. March 25.
GEORGE, H., Charing Cross-rd., Film Dealer. High Court. Pet. March 3. Ord. March 26.
GLEDHILL, GEORGE B., Rowlands Gill, Durham, Dairyman. Newcastle-upon Tyne. Pet. March 22. Ord. March 22.
GREEN, M., Salford, Master Tailor. Salford. Pet. March 7. Ord. March 24.
GROSSMAN, H., Victoria-st. High Court. Pet. Feb. 4. Ord. March 26.

HARGREAVES, HENRY, Accrington, Draper. Blackburn. Pet. March 26. Ord March 26.

HART, ERNEST J., and HART, PERCY D., Tottenham, Woollen Merchants. Edmonton. Pet. Feb. 19. Ord. March 24.

HARTWRIGHT, HARRY H., Smethwick, Wholesale Confectioner. West Bromwich. Pet. March 25. Ord. March 25.

HAYWOOD, GEORGE, Nottingham, Fruit and Potato Merchant. Nottingham. Pet. March 26. Ord. March 26.

HIBBERT, WILLIAM, Manchester, Beer Retailer. Manchester. Pet. March 6. Ord. March 26.

HODSON, ETHEL M., Kensington, Boarding House Keeper. High Court. Pet. Feb. 5. Ord. March 26.

HOWELLS, DAVID, Pontardulais, Colliery Proprietor. Carmarthen. Pet. March 8. Ord. March 25.

HUGHES, D. CONWAY, Tenby, Draper. Haverfordwest. Pet. March 15. Ord. March 24.

JONAS, J., Golden-lane, British and Colonial Agent. High Court. Pet. Dec. 20. Ord. March 26.

KERN, WILLIAM, Kentish Town, Butcher. High Court. Pet. March 8. Ord. March 26.

KEVERNE, T., Carn Brea, Cornwall, Coal Merchant. Truro. Pet. March 15. Ord. March 26.

LOCKINGTON, ALEXANDER, Gresham-st., Embroidery Manufacturer. High Court. Pet. March 25. Ord. March 25.

MANSELL, JOSEPH, Barrow-in-Furness, Coal Dealer. Barrow-in-Furness. Pet. March 25. Ord. March 25.

MCGUINNESS, FREDERICK C., Manchester, Grocer. Manchester. Pet. March 5. Ord. March 24.

MEAGOR, HERBERT, Wendron, Cornwall, Dairy Farmer. Truro. Pet. March 25. Ord. March 25.

MOLLETT, JOSEPH N., Eastcheap. High Court. Pet. Dec. 10. Ord. March 21.

MOODY, FRANCIS J., Great Grimsby, Grocer. Great Grimsby. Pet. Feb. 2. Ord. March 25.

MOORE, FRANK, Torquay, Grocer. Exeter. Pet. March 26. Ord. March 26.

NEALE, ARTHUR F. H., Oakham, Schoolmaster. Leicester. Pet. March 10. Ord. March 26.

O'GRAM, SIDNEY, South Cave, Yorks. Kingston-upon-Hull. Pet. March 11. Ord. March 26.

PFERDMENGES, FRIEDRICH W., and PFERDMENGES, HARALD E. W., Liverpool, Cotton Brokers. Liverpool. Pet. March 20. Ord. March 26.

POOLEY, JESSE, Moulton, Baker. Cambridge. Pet. March 26 Ord. March 26.

REAR, ROBERT, Manchester. Salford. Pet. March 12. Ord. March 26.

ROBINSON, EDWARD, Farnham, Licensed Victualler. Guildford. Pet. March 25. Ord. March 25.

ROSE, MYER, Leeds, Tailor. Harrogate. Pet. March 24. Ord. March 24.

SIMMONDS, WILLIAM G., Hatton Garden, Wholesale Watch Importer. High Court. Pet. March 25. Ord. March 25.

SPASHETT, JACOB H., Bury St. Edmunds, Commission Agent. Bury St. Edmunds. Pet. March 24. Ord. March 24.

SUTTON, SAMUEL B., South Norwood, Confectioner. Croydon. Pet. March 26. Ord. March 26.

TOURLE, WILLIAM K., Ticehurst, Licensed Victualler. Tunbridge Wells. Pet. March 21. Ord. March 21.

TYLER, ALBERT, Canterbury, Hairdresser. Canterbury. Pet. March 24. Ord. March 24.

WALKER, JOHN, Amber Hill, Lincs, Baker. Boston. Pet. March 25. Ord. March 25.

WALLACE, SAMUEL A., Whitehall-court, Motor Dealer. High Court. Pet. Feb. 22. Ord. March 24.

WALTERS, LLEWELLYN L. E., Treorky, Baker. Pontypridd. Pet. March 25. Ord. March 25.

London Gazette.—TUESDAY, April 1.

ALLT & Co., Liverpool, Contractors. Liverpool. Pet. March 13. Ord. March 28.

BAGHINO-HOWARD, JOHN E., Brixton. High Court. Pet. March 1. Ord. March 28.

BARNETT, S., Great Eastern-st., Wholesale Clothing Manufacturer. High Court. Pet. Feb. 19. Ord. March 28.

BITHELL, JOHN R., Tenbury, Farmer. Kidderminster. Pet. March 27. Ord. March 27.

BULLINGHAM, WILLIAM H., Gloucester, Hardware Dealer. Gloucester. Pet. March 29. Ord. March 29.

CHILDS, WILLIAM H., Cadoxton, Barry, Greengrocer. Cardiff. Pet. March 26. Ord. March 26.

COLLINS, ARTHUR, Winchester, Builder. Winchester. Pet. March 27. Ord. March 27.

COOPER, JAMES C., Otley, Dairyman. Leeds. Pet. March 27. Ord. March 27.

COVINGTON, THOMAS A., and COVINGTON, RALPH G., Holloway. High Court. Pet. March 26. Ord. March 26.

COWAN, WILLIAM A., Stockton-on-Tees, Licensed Victualler. Stockton-on-Tees. Pet. March 28. Ord. March 28.

CROWN, ERNEST W., Hunstanton, Smallholder. King's Lynn. Pet. March 27. Ord. March 27.

DEVONALD, ALFRED E. L., Bridgnorth, Medical Practitioner. Shrewsbury. Pet. March 27. Ord. March 27.

DIMAURO, SEBASTIANO, Middlesbrough, Boot Merchant. Middlesbrough. Pet. Feb. 28. Ord. March 28.

DISERENS, ALEXIS, and DISERENS, ROBERT, Willesden, Chocolate Manufacturers. High Court. Pet. March 28. Ord. March 28.

DYAS, JAMES, Cleethorpes, Furniture Dealer. Great Grimsby. Pet. March 28. Ord. March 28.

EDMONDS, PHILIP N., Trimley, Suffolk, Trinity House Pilot. Ipswich. Pet. March 27. Ord. March 27.

ELLERBY, WILLIAM H., Skegness, Ironmonger. Boston. Pet. March 28. Ord. March 28.

FARRAR, WILLIE, Rochdale, Waste Merchant. Rochdale. Pet. Jan. 30. Ord. March 25.

FISH, JOHN, Barrow-in-Furness, Journeyman Sawyer. Barrow-in-Furness. Pet. March 29. Ord. March 29.

FORD, GEORGE, Mere, Wilts, Baker. Salisbury. Pet. March 26. Ord. March 26.

FULLER, MABEL M., Plaistow, and FULLER, WILLIAM H., Pawnbrokers. High Court. Pet. March 29. Ord. March 29.

GILBERT, JOHN, Stratton, Cornwall, Smallholder. Barnstaple. Pet. March 29. Ord. March 29

GRIFFITH, HENRY F., Richmond. Wandsworth. Pet. Nov. 29. Ord. March 27.

HALKYARD, TOM S., and PLATT, FRED, Oldham, Plumbers and Painters. Oldham. Pet. March 26. Ord. March 26.

HARRISON, JAMES, Rochdale, Saddler. Rochdale. Pet. March 28. Ord. March 28.

HATCHEN, SIDNEY W., Long Sutton, Engineer. King's Lynn. Pet. March 29. Ord. March 29.

HATTOCK, ROBERT, Rochdale, Engineer. Rochdale. Pet. March 26. Ord. March 26.

HEATH, JAMES H., Kingston-upon-Hull, Carrier. Kingston-upon-Hull. Pet. March 26. Ord. March 26.

HORNIBROOK, MATILDA, Sloane-st. High Court. Pet. Feb. 28. Ord. March 26.

HOWLETT, GEORGE E., Norwich, Wheelwright. Norwich. Pet. March 29. Ord. March 29.

HUMPHREYS, JAMES, Forncett St. Peter, Norfolk, Baker. Norwich. Pet. March 27. Ord. March 27.

M. C. JONES & Co., Newcastle-upon-Tyne, Wireless Accessories. Newcastle-upon-Tyne. Pet. March 27. Ord. March 27.

JONES, HERBERT L., Brynsiwys, Innkeeper. Wrexham. Pet. March 13. Ord. March 27.

LEE, RICHARD G., Heathfield, Builder. Eastbourne. Pet. March 28. Ord. March 28.

LIGHTOWLER, A., North Frodingham, Publican. Kingston-upon-Hull. Pet. March 5. Ord. March 26.

LOFTUS, RICHARD, Home on Spalding Moor, Joiner. Kingston-upon-Hull. Pet. March 12. Ord. March 27.

MANSELL, HENRY, Dean, Northampton, Smallholder. Peterborough. Pet. March 29. Ord. March 29.

MARSHALL, ELIAS, Ombersley, Market Gardener. Worcester. Pet. March 27. Ord. March 27.

MARSLAND, WILLIAM, Sheffield, Grocer. Sheffield. Pet. March 27. Ord. March 27.

MCCONOCHIE, T. TEMPLE, Whitehall. High Court. Pet. Jan. 8. Ord. March 19.

MCINERNEY, FREDERICK E., Uppingham, Rutland, Hotel Proprietor. Leicester Pet. March 28. Ord. March 28.

MITCHELL, THOMAS J., Swansea, Billiard Hall Proprietor. Swansea. Pet. March 27. Ord. March 27.

MORRIS, EDWIN, Sansaw Heath, Salop, Coal Merchant. Shrewsbury. Pet. March 27. Ord. March 27.

PENNINGTON, ROBERT, Ashton-in-Makerfield, Plumber. Wigan. Pet. March 28. Ord. March 28.

PEPPER, GEORGE, Chesterfield, Furniture Dealer. Chesterfield. Pet. March 28. Ord. March 28.

RICH, ERNEST, Taunton, Farmer. Taunton. Pet. March 28. Ord. March 28.

RIDGEWELL, FRED, Oakham, Rutland, Tailor. Leicester. Pet. March 27. Ord. March 27.

ROBERTS, GRIFFITH L., Llandilybni, Carrier. Bangor. Pet. March 25. Ord. March 25.

ROBINSON, CHARLES P., Guiseley, Yorks, Boot Repairer. Leeds. Pet. March 26. Ord. March 26.

RUSSELL, SIDNEY C., Hastings, Commercial Clerk. Hastings. Pet. March 27. Ord. March 27.

SAUNDERS, ALFRED O., Birmingham, and STATHAM, ARTHUR, Wholesale and Retail Grocers. Birmingham. Pet March. 11. Ord. March 27.

SIMONS, JOHN, Southport, Commercial Traveller. Liverpool. Pet. March 27. Ord. March 27.

SLY, DUDLEY S., Teddington, Commercial Traveller. Kingston (Surrey). Pet. March 27. Ord. March 27.

SMALL, HERBERT C., Cardiff, Hautier. Cardiff. Pet. March 6. Ord. March 25.

SMITH, PERCY, Coppenhall, near Crewe, Carter. Nantwich. Pet. March 27. Ord. March 27.

SPENCER, THOMAS H., Yeovil, Agricultural Engineer. Yeovil. Pet. March 29. Ord. March 29.

STRATTON, Stratham, Builder. Wandsworth. Pet. March 28. Ord. March 28.

THURGOOD, FREDERICK G., Stratham, Builder. Wandsworth. Pet. March 28. Ord. March 28.

TWIGG, LEONARD, Doncaster, Commission Agent. Sheffield. Pet. March 28. Ord. March 28.

WATERMAN, JACK, Steward-st., Bishopsgate, Cabinet Maker. High Court. Pet. Jan. 19. Ord. March 27.

WEBSTER, W. B., Henley-on-Thames. High Court. Pet. March 5. Ord. March 27.

WILD, NATHAN, Bradford, Cinema Proprietor. Bradford. Pet. March 28. Ord. March 28.

WILLIAMS, WILLIAM D., Corwen, Plumber. Wrexham. Pet. March 29. Ord. March 29.

WILSON, WALTER, Spalding, Builder. Peterborough. Pet. March 28. Ord. March 28.

WITCOMB, ALFRED R., Sloane-sque., Merchant Tailor. High Court. Pet. March 28. Ord. March 28.

HOSPITALS AND CHARITABLE INSTITUTIONS.